

PURSUANT TO A.R.S. SECTION 38-431 THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, NOVEMBER 15, 2011 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
 - A Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the state of Arizona by Treasurer's Deed in the year 2011.
(Shirley Dawson/Marian Sheppard)
 - B Information/Discussion/Action to review all proposals submitted for Request for Proposals No. 033011-1 for merchant services; reject or award to the lowest, responsible and qualified bidder. **(Joseph Heatherly)**
 - C Information/Discussion/Action to review all bids submitted for Request for Bids No. 070111-1 for Janitorial Service; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph Heatherly)**
 - D Information/Discussion/Action to approve the Solar Renewable Energy Credit Purchase Agreement - Grid-Tied Photovoltaic System (APS Contract No. 18703) between Gila County and Arizona Public Service Company for solar energy funding in conjunction with PV Advanced Concepts at no up-front capital investment by Gila County for the County's Central Heights complex.
(Steve Stratton)
 - E Information/Discussion/Action to authorize the issuance of a quit claim deed transferring ownership of a parcel of land in Globe used for the Gila Pueblo Community College Campus and the westerly 32.459 acres of a parcel of land in Payson used for the Gila Community College Campus from Gila County to Gila Community College, a Provisional Community College District pursuant to A.R.S. §15-1409. **(Don McDaniel)**
 - F Information/Discussion/Action to approve the FY2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application in the amount of \$13,234. **(Claudia DalMolin)**
- 3 **CONSENT AGENDA ACTION ITEMS:**
 - A Approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-01 between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Management for a program award in the amount of \$1,395.

- B Approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 for Arizona Department of Homeland Security Grant between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Services for a program award in the amount of \$112,028.
- C Approval of Amendment No. 3 to Contract No. DE111073001 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide additional funding in the amount of \$23,139 to the Community Action Program to continue providing case management services for the period July 1, 2011, through June 30, 2012. The total cumulative reimbursement ceiling for this contract is \$1,265,774.13, for the entire contract period of July 1, 2010, through June 30, 2015.
- D Approval of Amendment No. 2 to IGA Contract No. DE111093-001 between Gila County d/b/a Gila Employment and Special Training, and the Arizona Department of Economic Security, Rehabilitation Services Administration, which will replace the existing Facility Location and Staffing Chart with the revised Facility and Staffing Chart dated September 20, 2011 to reflect the corrected address in Payson.
- E Approval of Amendment No. 3 to Contract No. Gila 10100 between Gila County and Central Arizona Association of Governments to add certain paragraphs to the Contract as required by the U.S. Department of Labor.
- F Approval of Amendment No. 1 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the total contract amount to \$63,100 for payment coverage of continuing detention services.
- G Approval of Amendment No. 2 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract amount by \$12,300 for a total contract amount of \$75,400 for payment coverage of continuing detention services.
- H Authorization for the Gila County Division of Health & Emergency Services Division to accept foundation grant funds from the State Farm Foundation to administer the "Great 9-1-1 Adventure for Kids" pilot project in the amount of \$2,500 for the period of January 1, 2012, to October 31, 2012.
- I Approval to adopt Resolution 11-11-02 naming a previously un-named road in Claypool, Arizona as Michael's Way.
- J Approval of an Agreement for Election Services between Gila County and the Town of Payson whereby the Gila County Recorder's Office will provide the Town with "Vote by Mail" election services on March 13, 2012, and, if needed, on May 15, 2012.

- K Approval to reappoint Ken Volz to the Gila County Personnel Commission for a new four-year term which will expire on December 31, 2015.
 - L Approval to reappoint Forrest Switzer to the Northern Gila County Range Commission for a new three-year term beginning January 1, 2012, and ending December 31, 2014; and to acknowledge and approve the appointment of Otto Wheeten, which will expire December 31, 2013.
 - M Approval of the September 2011 monthly departmental activity report submitted by the Recorder's Office.
 - N Approval of finance reports/demands/transfers for the weeks of November 8, 2011, and November 15, 2011.
 - O Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks ending October 28, 2011, and November 4, 2011.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 5 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-937

Regular Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk
of the Board of
Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Shirley Dawson/Marian
Sheppard

Information

Request/Subject

Board of Supervisors' 2011 Annual Property Tax Sale/Auction of properties deeded to the State of Arizona by the County Treasurer in 2011.

Background Information

Arizona Revised Statutes (A.R.S.) § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona. Every year the Gila County Board of Supervisors conducts a sale/auction of all properties that have been deeded to the State by the Treasurer in the current calendar year. This sale typically takes place in November or December.

A.R.S. § 42-18303 states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town of special taxing district in the county for a public purpose related to transportation or flood control..." On October 18, 2011, the Board of Supervisors authorized the Chief Deputy Clerk of the Board to remove certain properties from the 2011 BOS Annual Property Tax Sale/Auction list, and to collect the money and prepare the paperwork to sell those properties to Gila County, City of Globe, Town of Miami and Town of Payson.

Evaluation

According to state statutes, a list of the properties held by the state by tax deed was prepared on or before the first Monday in November. The list includes a full description of each parcel; name of the former owner, if known; and the total lien amount which includes the total amount of taxes, interest, penalties, fees and costs, including the unpaid charges of the county treasurer and recorder. The list was published on the County's website on October 20, 2011, and advertised in the official newspaper of the County for three weeks prior to the sale/auction; October 26, November 2 and November 9. The list was also made available to the public at the office of the Board of Supervisors on October 20th.

Properties to be sold at the auction are as follows: 101-07-021-A; 101-12-087-A; 101-12-087-B; 206-06-060; 206-19-502; 206-21-104-A; 206-21-515; 206-21-518; 206-21-519; 206-21-520; 206-21-521; 206-21-522; 206-21-523; 206-21-524; 206-21-525; 206-21-526; 206-21-527; 206-22-500; 207-08-221; 208-03-154; 302-23-109-B; 302-60-193; 302-60-194; 302-60-195; 302-60-196; 302-60-197; 302-60-198-A; 302-60-200-C; 302-60-202; 302-60-203; 302-60-204; 302-60-205-E; and 304-01-314-C.

Conclusion

All of the applicable statutory requirements have been met with regard to these newly deeded parcels of land; therefore it is appropriate for the Board to conduct the sale/auction.

Recommendation

The Chief Deputy Clerk of the Board recommends that a sale/auction of all newly deeded State-owned properties be held during a regular meeting of the Board on Tuesday, November 15, 2011.

Suggested Motion

Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the state of Arizona by Treasurer's Deed in the year 2011.

(Shirley Dawson/Marian Sheppard)

Attachments

[101-07-021-A Info](#)

[101-12-087-A Info](#)

[101-12-087-B Info](#)

[206-06-060 Info](#)

[206-19-502 Info](#)

[206-21-104-A Info](#)

[206-21-515 Info](#)

[206-21-518 Info](#)

[206-21-519 Info](#)

[206-21-520 Info](#)

[206-21-521 Info](#)

[206-21-522 Info](#)

[206-21-523 Info](#)

[206-21-524 Info](#)

[206-21-525 Info](#)

[206-21-526 Info](#)

[206-21-527 Info](#)

[206-22-500 Info](#)

[207-08-221 Info](#)

[208-03-154 Info](#)

[302-23-109-B Info](#)

[302-60-193 Info](#)

[302-60-194 Info](#)

[302-60-195 Info](#)

[302-60-196 Info](#)

[302-60-197 Info](#)

[302-60-198-A Info](#)

[302-60-200-C Info](#)

[302-60-202 Info](#)

[302-60-203 Info](#)

[302-60-204 Info](#)

[302-60-205-E Info](#)

[304-01-314-C Info](#)

[2011 Property Tax Sale/Auction List](#)

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ESQUIVEL JOHN & IMELDA

HAYDEN TWNS LOT 8 BLK 2 LESS S 17.5' 235/120 114/489

PO BOX 404
HAYDEN AZ 85135

Parcel ID: 101-07-021-A

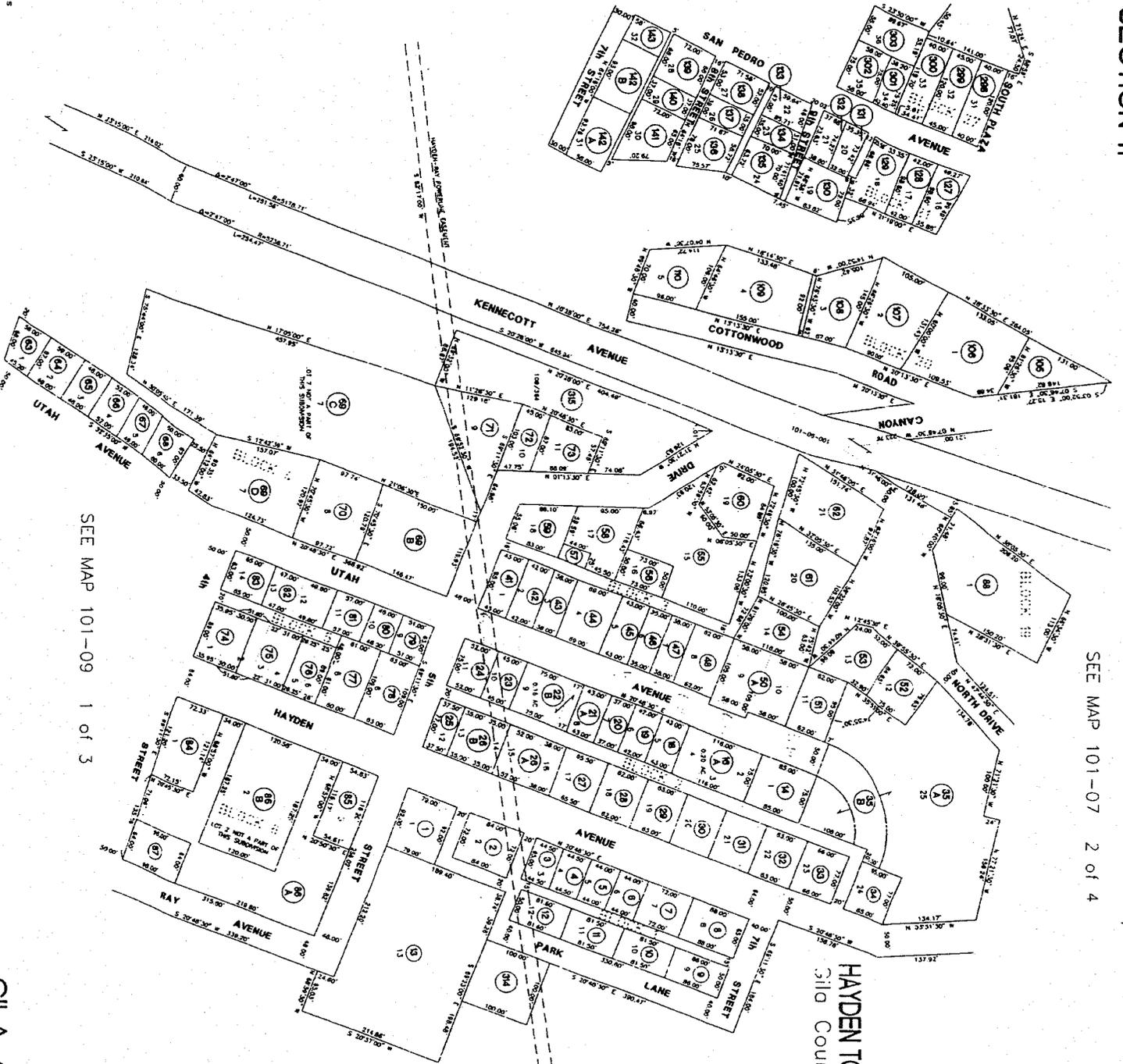
Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	117	Tax	\$39.08	\$0.00	\$0.00	\$4.68	\$0.00	\$43.76
2009	117	CP State Iss	\$39.28	\$39.28	\$15.00	\$11.00	\$0.00	\$65.28
2008	460	CP State Iss	\$34.98	\$34.98	\$15.00	\$14.92	\$0.00	\$64.90
2007	117	CP State Iss	\$57.26	\$57.26	\$15.00	\$34.36	\$0.00	\$106.62
2006	118	CP State Iss	\$262.82	\$262.82	\$23.14	\$189.23	\$0.00	\$475.19
2005	117	CP State Iss	\$418.76	\$418.76	\$30.94	\$368.51	\$0.00	\$818.21
2004	116	CP State Iss	\$433.96	\$433.96	\$31.70	\$451.32	\$0.00	\$916.98
2003	115	Tax	\$511.08	\$0.00	\$0.00	\$33.44	\$544.52	\$0.00
2002	115	Tax	\$365.84	\$0.00	\$0.00	\$1.08	\$366.92	\$0.00
2001	115	Tax	\$334.24	\$0.00	\$0.00	\$8.91	\$343.15	\$0.00
2000	115	Tax	\$293.98	\$0.00	\$0.00	\$0.00	\$293.98	\$0.00
1999	115	Tax	\$229.18	\$0.00	\$0.00	\$0.00	\$229.18	\$0.00
1998	117	Tax	\$125.82	\$0.00	\$0.00	\$0.84	\$126.66	\$0.00
1997	113	Tax	\$91.28	\$0.00	\$0.00	\$0.00	\$91.28	\$0.00
1996	110	Tax	\$28.04	\$0.00	\$0.00	\$0.00	\$28.04	\$0.00
1995	110	Tax	\$24.96	\$0.00	\$0.00	\$0.00	\$24.96	\$0.00
			\$3,290.56	\$1,247.06	\$130.78	\$1,118.29	\$2,048.69	\$2,490.94

~~+200~~
 2690.94
 Clerk's admin. Fee + 50.00
 \$ 2,740.94
 Vacant Lot

SEE MAP 101-07 3 of 4

Drawn By: Versatech Consultants



SEE MAP 101-07 2 of 4

101-07-021A

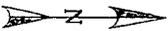
HAYDEN TOWNSITE
Gila County Recorded Plats 170

*658 Utah
Ave
Hayden*

101-07
1 of 4
CODE 4160
UPDATED 5-18-05

SEE MAP 101-06

SEE MAP 101-09 1 of 3



SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LHM

GILA COUNTY A'

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

VALENZUELA REYES S (ESTATE O WINKELMAN TOWNSITE LOT 5 BLK 13DKT 138/540
C/O HENRY & AURELIA VALENZUEI
PO BOX 74
WINKELMAN AZ 85192

Parcel ID: 101-12-087-A

Figures below based on 07/05/2011

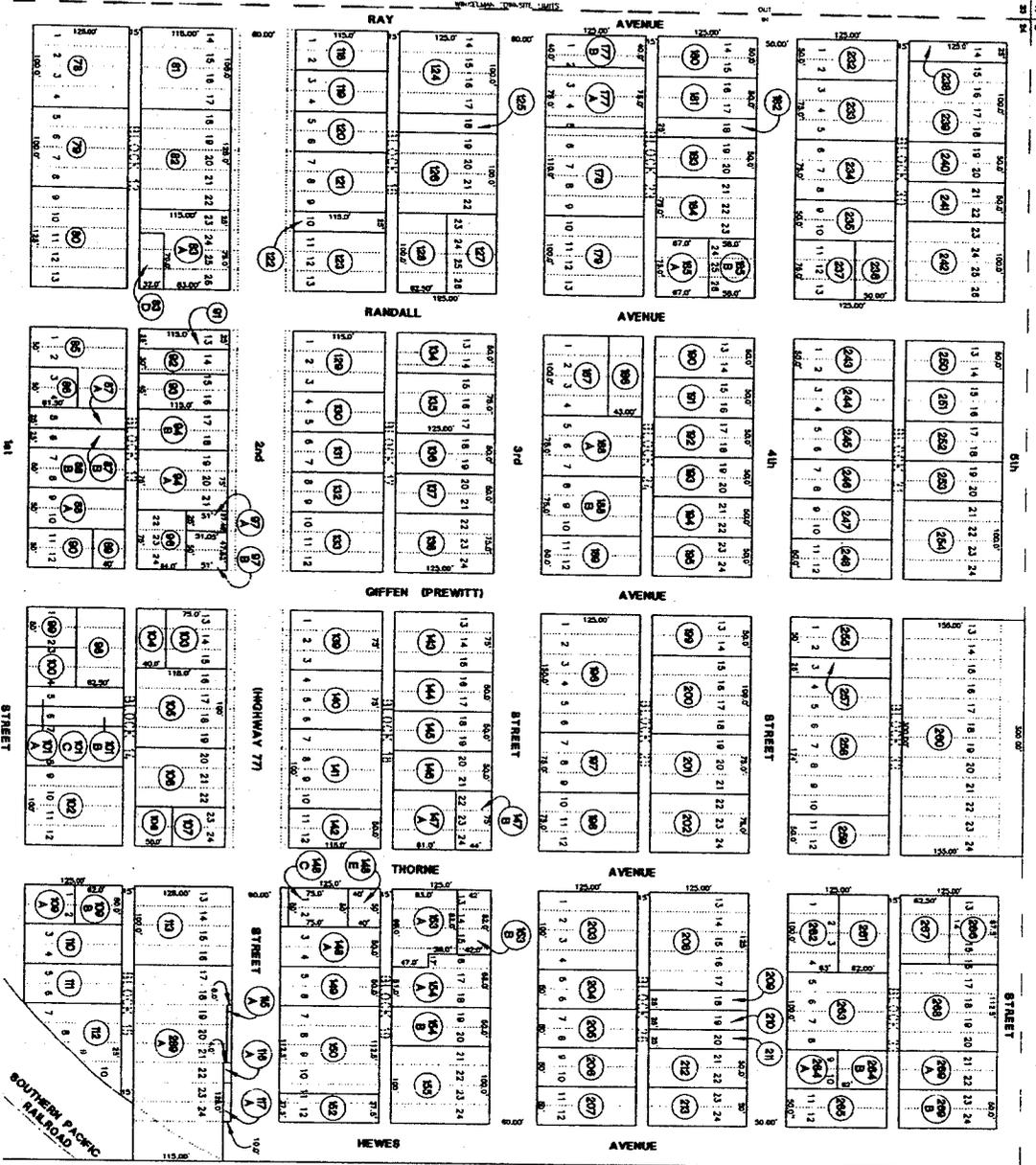
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	695	Tax	\$37.94	\$0.00	\$0.00	\$4.56	\$0.00	\$42.50
2009	696	CP State Iss	\$35.58	\$35.58	\$15.00	\$9.96	\$0.00	\$60.54
2008	1039	CP State Iss	\$35.64	\$35.64	\$15.00	\$15.20	\$0.00	\$65.84
2007	697	CP State Iss	\$43.84	\$43.84	\$15.00	\$26.30	\$0.00	\$85.14
2006	699	CP State Iss	\$26.94	\$26.94	\$15.00	\$20.48	\$0.00	\$62.42
2005	699	CP State Iss	\$58.32	\$58.32	\$15.00	\$53.66	\$0.00	\$126.98
2004	698	CP State Iss	\$68.46	\$68.46	\$15.00	\$73.94	\$0.00	\$157.40
2003	697	Tax	\$87.62	\$0.00	\$5.00	\$18.69	\$111.31	\$0.00
2002	697	Tax	\$69.04	\$0.00	\$5.00	\$14.73	\$88.77	\$0.00
2001	697	Tax	\$64.30	\$0.00	\$0.00	\$3.43	\$67.73	\$0.00
2000	697	Tax	\$61.36	\$0.00	\$5.00	\$10.64	\$77.00	\$0.00
1999	690	Tax	\$56.24	\$0.00	\$5.00	\$9.00	\$70.24	\$0.00
1998	692	Tax	\$45.82	\$0.00	\$5.00	\$2.75	\$53.57	\$0.00
1997	688	Tax	\$38.34	\$0.00	\$0.00	\$0.51	\$38.85	\$0.00
1996	779	Tax	\$35.58	\$0.00	\$0.00	\$0.00	\$35.58	\$0.00
1995	779	Tax	\$29.00	\$0.00	\$0.00	\$0.69	\$29.69	\$0.00
			\$794.02	\$268.78	\$115.00	\$264.54	\$572.74	\$600.82

+ 200 -
 800.82
 Clerk's Admin Fee → 50.00
 850.82

Pictures of
 087A - B

NW NW SECTION 24
T5S R15E

SEE MAP 101-08



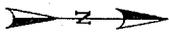
SEE MAP 101-10

SEE MAP 101-12 3 of 4

101-12
2 of 4
CODE 4480
UPDATED 10-20-08

WINKELMAN TOWNSITE
Gila County Recorded Plat 36

SEE MAP 101-12 1 of 4



SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

DRAWN BY: VERSATECH CONSULTING

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

VALENZUELA MARIA LUISA
C/O HENRY & AURELIA VALENZUELA
PO BOX 74
WINKELMAN AZ 85192

WINKELMAN TOWNSITE LOT 6 BLK 13DKT 138/539

Parcel ID: 101-12-087-B

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	696	Tax	\$45.38	\$0.00	\$0.00	\$5.44	\$0.00	\$50.82
2009	697	CP State Iss	\$42.56	\$42.56	\$15.00	\$11.92	\$0.00	\$69.48
2008	1040	CP State Iss	\$42.64	\$42.64	\$15.00	\$18.20	\$0.00	\$75.84
2007	698	CP State Iss	\$52.42	\$52.42	\$15.00	\$31.46	\$0.00	\$98.88
2006	700	CP State Iss	\$32.20	\$32.20	\$15.00	\$24.48	\$0.00	\$71.68
2005	700	CP State Iss	\$69.78	\$69.78	\$15.00	\$64.20	\$0.00	\$148.98
2004	699	CP State Iss	\$81.90	\$81.90	\$15.00	\$88.46	\$0.00	\$185.36
2003	698	Tax	\$102.96	\$0.00	\$5.15	\$17.85	\$125.96	\$0.00
2002	698	Tax	\$82.52	\$0.00	\$5.00	\$17.60	\$105.12	\$0.00
2001	698	Tax	\$76.42	\$0.00	\$0.00	\$4.08	\$80.50	\$0.00
2000	698	Tax	\$72.26	\$0.00	\$5.00	\$12.53	\$89.79	\$0.00
1999	691	Tax	\$66.48	\$0.00	\$15.00	\$22.16	\$103.64	\$0.00
1998	693	Tax	\$53.92	\$0.00	\$15.00	\$26.60	\$95.52	\$0.00
1997	689	Tax	\$44.30	\$0.00	\$15.00	\$28.94	\$88.24	\$0.00
1996	780	Tax	\$37.38	\$0.00	\$5.00	\$5.98	\$48.36	\$0.00
1995	780	Tax	\$346.28	\$0.00	\$0.00	\$0.00	\$346.28	\$0.00
			\$1,249.40	\$321.50	\$155.15	\$379.90	\$1,083.41	\$701.04

+ 200

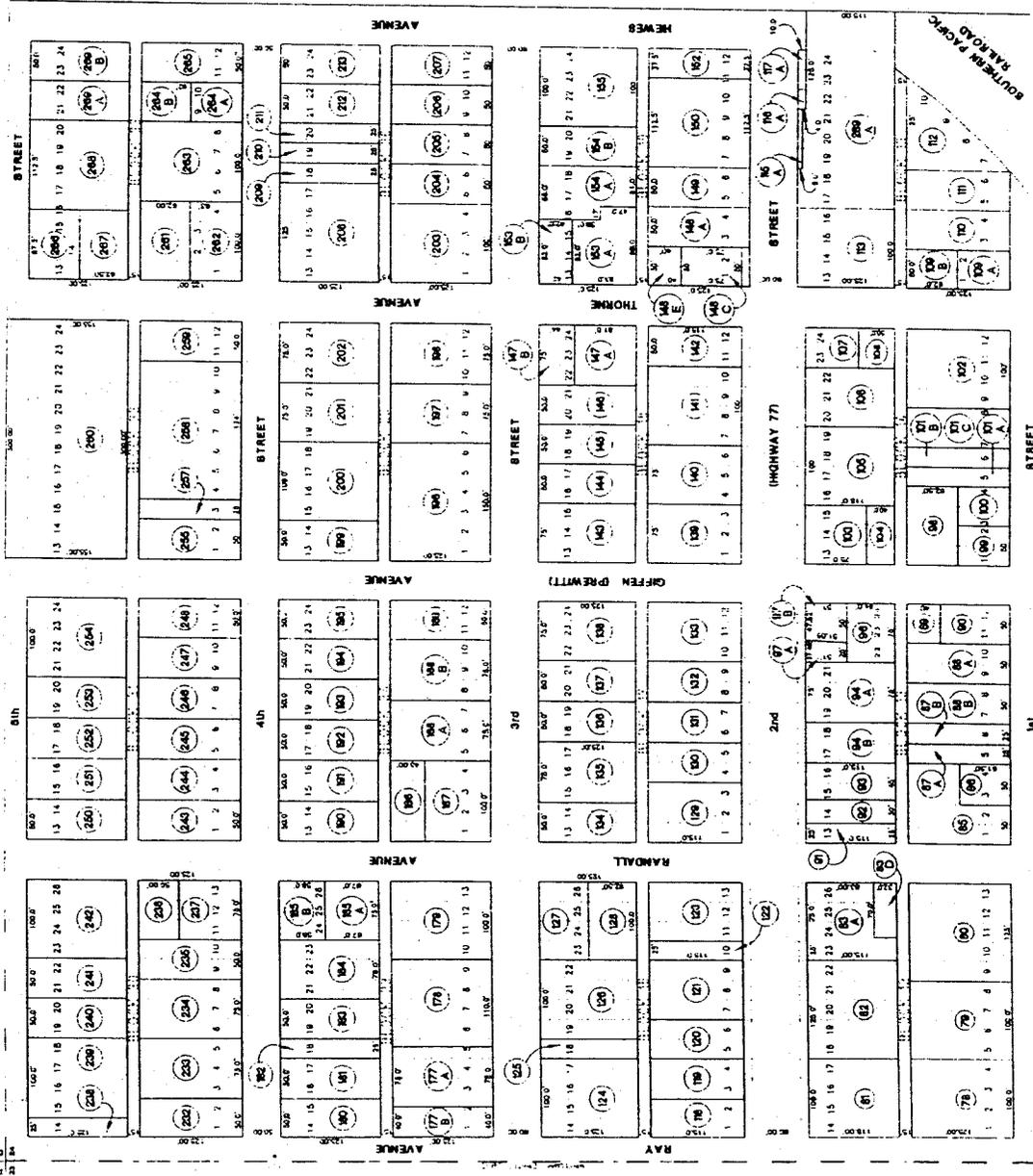
clerk's admin fee → 901.04
50.00
951.04

pictures of
087 A + B

WINKELMAN TOWNSITE
Gila County Recorded Plat 36

SEE MAP 101-08

SEE MAP 101-12 1 of 4



SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

SEE MAP 101-12 3 of 4

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

INSPIRATION TWNS LOT 29 BLK 6 271/296 302/15 322/798 356/921

Parcel ID: 206-06-060

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	6838	Tax	\$3.74	\$0.00	\$0.00	\$0.44	\$0.00	\$4.18
2009	6938	CP State Iss	\$3.74	\$3.74	\$15.00	\$1.04	\$0.00	\$19.78
2008	7388	CP State Iss	\$3.66	\$3.66	\$15.00	\$1.56	\$0.00	\$20.22
2007	6968	CP State Iss	\$3.72	\$3.72	\$15.00	\$2.24	\$0.00	\$20.96
2006	6854	CP State Iss	\$4.12	\$4.12	\$15.00	\$3.14	\$0.00	\$22.26
2005	6749	CP State Iss	\$4.02	\$4.02	\$15.00	\$3.70	\$0.00	\$22.72
2004	6700	CP State Iss	\$4.08	\$4.08	\$15.00	\$4.40	\$0.00	\$23.48
2003	6660	CP Investor C	\$4.96	\$10.49	\$0.00	\$11.89	\$0.00	\$22.38
2002	6560	CP Investor C	\$4.48	\$20.67	\$0.00	\$23.43	\$0.00	\$44.10
2001	6537	CP Investor C	\$4.68	\$21.68	\$0.00	\$24.57	\$0.00	\$46.25
2000	6472	CP Investor C	\$4.26	\$9.77	\$0.00	\$15.50	\$0.00	\$25.27
1999	6410	CP Investor C	\$3.84	\$19.92	\$0.00	\$31.61	\$0.00	\$51.53
1998	6266	CP Investor C	\$3.88	\$9.60	\$0.00	\$17.79	\$0.00	\$27.39
1997	6082	CP Investor C	\$4.56	\$21.14	\$0.00	\$39.18	\$0.00	\$60.32
1996	5914	CP Investor C	\$3.76	\$9.26	\$0.00	\$20.62	\$0.00	\$29.88
1995	5795	CP Investor C	\$4.02	\$25.20	\$0.00	\$56.11	\$0.00	\$81.31
1994	5677	CP Investor C	\$0.00	\$25.73	\$0.00	\$57.29	\$0.00	\$83.02
1993	5554	CP Investor C	\$0.00	\$26.14	\$0.00	\$58.21	\$0.00	\$84.35
1992	5529	CP Investor C	\$0.00	\$26.86	\$0.00	\$59.81	\$0.00	\$86.67
1991	5481	CP Investor C	\$0.00	\$28.50	\$0.00	\$63.46	\$0.00	\$91.96
1990	5455	CP Investor C	\$0.00	\$28.64	\$0.00	\$63.77	\$0.00	\$92.41
1989	5373	CP Investor C	\$0.00	\$5.55	\$0.00	\$18.57	\$0.00	\$24.12
1988	5316	CP Investor C	\$0.00	\$5.32	\$0.00	\$18.51	\$0.00	\$23.83
1987	5232	CP Investor C	\$0.00	\$11.09	\$0.00	\$38.59	\$0.00	\$49.68
1986	5214	CP Investor C	\$0.00	\$11.03	\$0.00	\$38.38	\$0.00	\$49.41
1985	5071	CP Investor C	\$0.00	\$10.18	\$0.00	\$39.91	\$0.00	\$50.09
1984	5021	CP Investor C	\$0.00	\$4.41	\$0.00	\$18.35	\$0.00	\$22.76
1983	4967	CP Investor C	\$0.00	\$4.76	\$0.00	\$20.50	\$0.00	\$25.26
1982	4907	CP Investor C	\$0.00	\$13.28	\$24.00	\$58.25	\$0.00	\$95.53
			\$65.52	\$372.56	\$114.00	\$810.82	\$0.00	\$1,301.12

+ 200

1501.12
→ 50.00

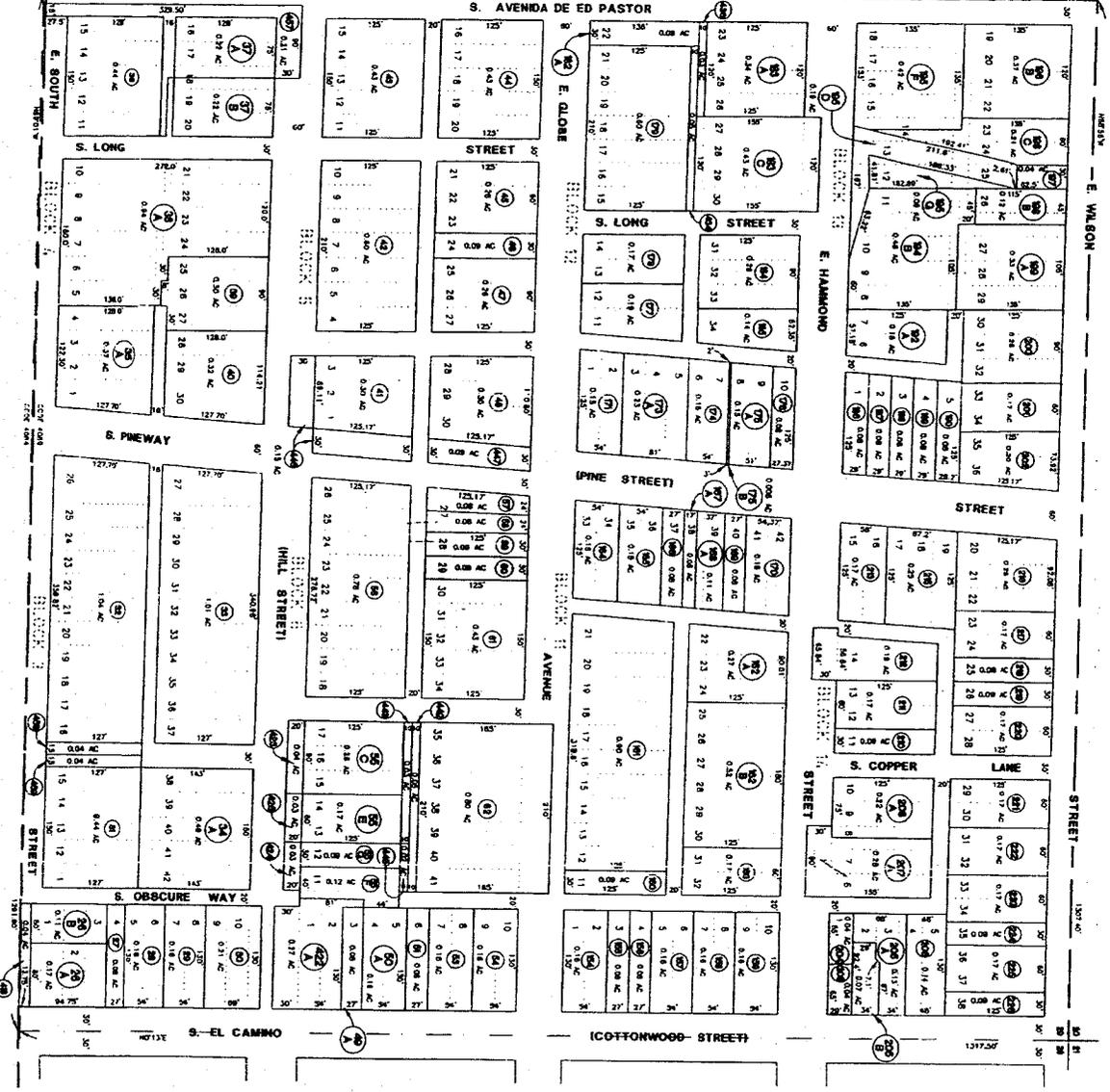
Clerk's Admin fee

\$1551.12

SEE MAP 206-02 2 of 2

INSPIRATION TOWNSITE
Gila County Recorded Plat 39

206-06
2 of 3
CODE 4084
CODE 4089
UPDATED 4-30-10



SEE MAP 206-09

SEE MAP 206-06 3 of 3

SEE MAP 206-08 1 of 2

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

GILA COUNTY ASSESSOR

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
C/O PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS ONLY ON 206-19-201

Parcel ID: 206-19-502

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8364	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8484	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	8953	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8549	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8434	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8333	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8297	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8258	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8161	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8136	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8061	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	7999	CP Investor C	\$4.60	\$20.89	\$0.00	\$33.15	\$0.00	\$54.04
1998	7852	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7660	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7479	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7356	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7231	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7117	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7094	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7052	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7025	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	6925	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	6844	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6750	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6729	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6577	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6528	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6465	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6486	CP Investor C	\$0.00	\$13.52	\$24.00	\$59.31	\$0.00	\$96.83
			\$75.98	\$398.09	\$114.00	\$866.47	\$0.00	\$1,382.72

+ 200 -
1582.72
50.00

(Clerk's Admin Fee) \$1,632.72

SEE MAP 206-18

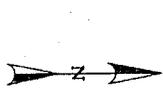
SEE MAP 206-20

SEE MAP 206-21

SEE MAP 206-19 4 of 4

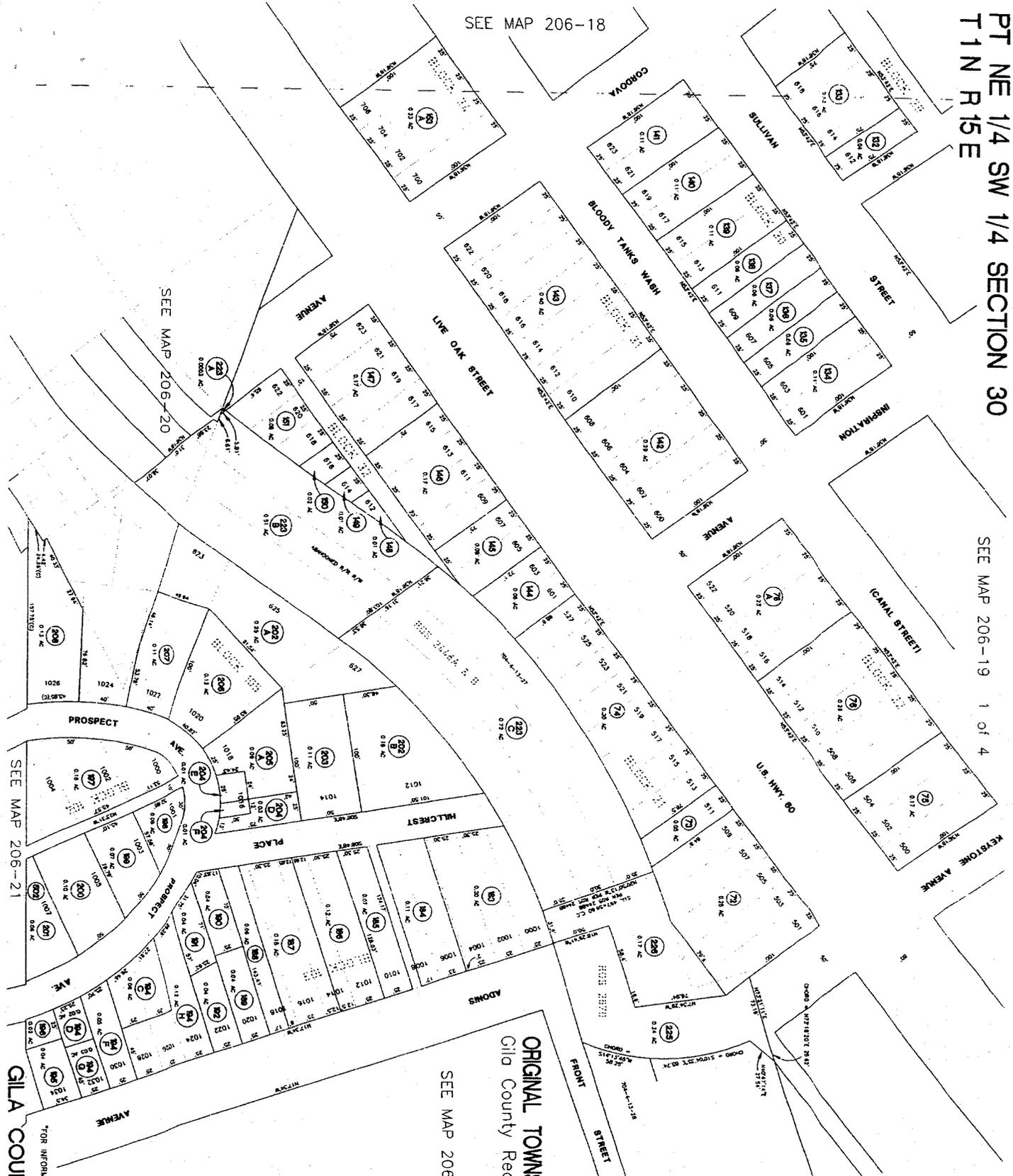
ORIGINAL TOWNSITE OF MIAMI
Gila County Recorded Plat 24

GILA COUNTY ASSESSOR



SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY. NO LIABILITY ASSUMED.



Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

CAPPS JERALD O & PATRICIANN T
C/O MITCH CAPPS
1057 W LIVE OAK ST
MIAMI AZ 85539

THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS
MEASURED FROM SOUTH LN OF SMITH STREET OUT OF
206-21-104

Parcel ID: 206-21-104-A

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8478	Tax	\$193.42	\$0.00	\$0.00	\$15.48	\$0.00	\$208.90
2009	8598	CP State Iss	\$188.86	\$188.86	\$19.44	\$45.33	\$0.00	\$253.63
2008	9067	CP State Iss	\$194.90	\$194.90	\$19.75	\$76.66	\$0.00	\$291.31
2007	8663	CP State Iss	\$182.16	\$182.16	\$19.11	\$102.01	\$0.00	\$303.28
2006	8549	CP State Iss	\$186.32	\$186.32	\$19.32	\$134.15	\$0.00	\$339.79
2005	8447	CP State Iss	\$169.14	\$169.14	\$18.46	\$148.84	\$0.00	\$336.44
2004	8411	CP State Iss	\$170.00	\$170.00	\$18.50	\$176.80	\$0.00	\$365.30
2003	8372	Tax	\$195.78	\$0.00	\$0.00	\$10.44	\$206.22	\$0.00
2002	8275	Tax	\$177.44	\$0.00	\$0.00	\$0.00	\$177.44	\$0.00
2001	8250	Tax	\$177.38	\$0.00	\$0.00	\$2.36	\$179.74	\$0.00
2000	8175	Tax	\$163.64	\$0.00	\$0.00	\$4.36	\$168.00	\$0.00
1999	8114	Tax	\$149.00	\$0.00	\$0.00	\$0.99	\$149.99	\$0.00
1998	7967	Tax	\$146.78	\$0.00	\$0.00	\$0.00	\$146.78	\$0.00
1997	7775	Tax	\$164.48	\$0.00	\$0.00	\$0.00	\$164.48	\$0.00
1996	7594	Tax	\$127.44	\$0.00	\$0.00	\$0.00	\$127.44	\$0.00
1995	7471	Tax	\$122.88	\$0.00	\$0.00	\$3.28	\$126.16	\$0.00
			\$2,709.62	\$1,091.38	\$114.58	\$720.70	\$1,446.25	\$2,098.65

House

+ 200
~~2298.65~~
Clerk's Admin Fee → *50.00*
~~2348.65~~

PT SE 1/4 SW 1/4 SECTION 30
T 11 N R 15 E

SEE MAP 206-20

SEE MAP 206-19

206-21
1 of 4
CODE 4030
UPDATED 9-19-06

W. SMITH

SEE MAP 206-23

4 of 4

SEE MAP 206-22

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

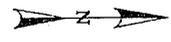
HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

SEE MAP 206-21 2 of 4



LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 3 of 4



SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED

GILA COUNTY ASSESSOR
FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUB SURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT 718
BLK 10 3 33/919 356/923

Parcel ID: 206-21-515

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8601	Tax	\$8.36	\$0.00	\$0.00	\$1.00	\$0.00	\$9.36
2009	8721	CP State Iss	\$8.16	\$8.16	\$15.00	\$2.28	\$0.00	\$25.44
2008	9190	CP State Iss	\$8.74	\$8.74	\$15.00	\$3.72	\$0.00	\$27.46
2007	8787	CP State Iss	\$8.50	\$8.50	\$15.00	\$5.10	\$0.00	\$28.60
2006	8674	CP State Iss	\$9.44	\$9.44	\$15.00	\$7.18	\$0.00	\$31.62
2005	8572	CP State Iss	\$9.30	\$9.30	\$15.00	\$8.56	\$0.00	\$32.86
2004	8536	CP State Iss	\$9.38	\$9.38	\$15.00	\$10.14	\$0.00	\$34.52
2003	8498	CP Investor C	\$11.02	\$17.20	\$0.00	\$19.49	\$0.00	\$36.69
2002	8401	CP Investor C	\$10.06	\$27.74	\$0.00	\$31.44	\$0.00	\$59.18
2001	8376	CP Investor C	\$10.58	\$30.09	\$0.00	\$34.10	\$0.00	\$64.19
2000	8300	CP Investor C	\$10.00	\$16.20	\$0.00	\$25.70	\$0.00	\$41.90
1999	8239	CP Investor C	\$9.16	\$20.99	\$0.00	\$35.26	\$0.00	\$56.25
1998	8092	CP Investor C	\$9.40	\$16.15	\$0.00	\$29.93	\$0.00	\$46.08
1997	7900	CP Investor C	\$10.88	\$29.65	\$0.00	\$54.95	\$0.00	\$84.60
1996	7719	CP Investor C	\$9.20	\$15.48	\$0.00	\$34.47	\$0.00	\$49.95
1995	7596	CP Investor C	\$9.66	\$32.49	\$0.00	\$72.34	\$0.00	\$104.83
1994	7471	CP Investor C	\$0.00	\$33.92	\$0.00	\$75.53	\$0.00	\$109.45
1993	7361	CP Investor C	\$0.00	\$34.85	\$0.00	\$77.60	\$0.00	\$112.45
1992	7338	CP Investor C	\$0.00	\$36.78	\$0.00	\$81.90	\$0.00	\$118.68
1991	7296	CP Investor C	\$0.00	\$39.52	\$0.00	\$88.00	\$0.00	\$127.52
1990	7269	CP Investor C	\$0.00	\$40.42	\$0.00	\$90.00	\$0.00	\$130.42
1989	7165	CP Investor C	\$0.00	\$11.98	\$0.00	\$40.09	\$0.00	\$52.07
1988	7084	CP Investor C	\$0.00	\$11.60	\$0.00	\$19.37	\$0.00	\$51.97
1987	6990	CP Investor C	\$0.00	\$18.46	\$0.00	\$64.24	\$0.00	\$82.70
1986	6969	CP Investor C	\$0.00	\$20.08	\$0.00	\$69.88	\$0.00	\$89.96
1985	6813	CP Investor C	\$0.00	\$16.16	\$0.00	\$63.35	\$0.00	\$79.51
1984	6764	CP Investor C	\$0.00	\$9.68	\$0.00	\$40.27	\$0.00	\$49.95
1983	6700	CP Investor C	\$0.00	\$8.61	\$0.00	\$37.08	\$0.00	\$45.69
1982	6721	CP Investor C	\$0.00	\$15.21	\$24.00	\$66.72	\$0.00	\$105.93
			\$151.84	\$556.78	\$114.00	\$1,210.69	\$0.00	\$1,889.83

+ 200 -

Clerk Admin Fee 2089.83 → 50.00

\$ 2,139.83

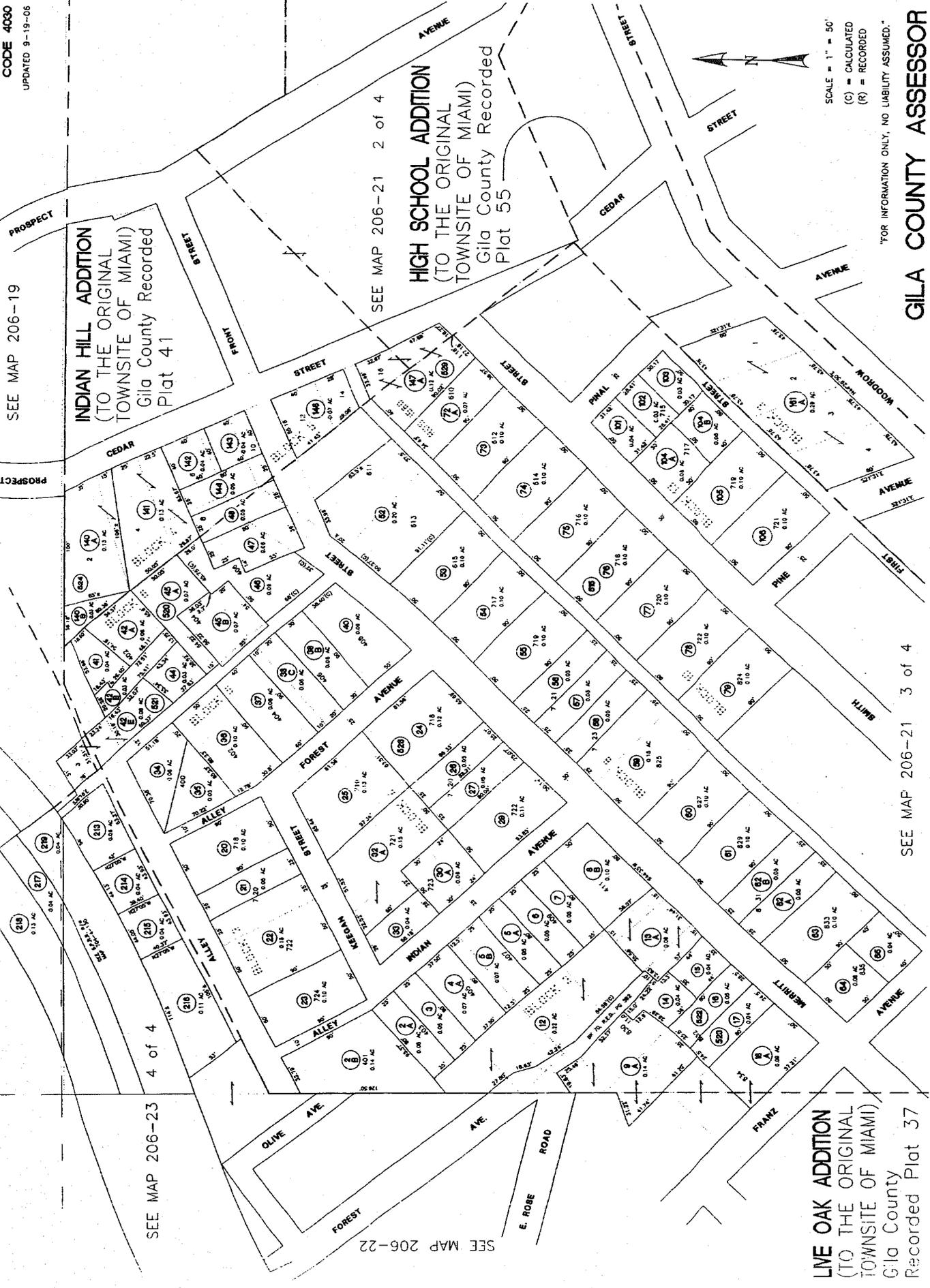
142 W Smith
5+

206-21
1 of 4
CODE 4030
UPDATED 9-19-06

PT SE 1/4 SW 1/4 SECTION 30
T11N R15E

SEE MAP 206-19

SEE MAP 206-20



INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

SEE MAP 206-21 2 of 4

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

SEE MAP 206-23 4 of 4

SEE MAP 206-22

SEE MAP 206-21 3 of 4

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703. Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 500FT POR LOT 12 BLK 2 INDIAN
HILL ADD BEG AT PNT WH BEARS S 35DEG 38MIN E 7FT FR NELY
COR LOT 12:TH S 35DEG 38MIN E 62.43FT;TH S 45DEG 18MIN E
162.05FT;TH ALG ARC OF CURVE TO RIGHT 61.6FT;TH S 74DEG

Parcel ID: 206-21-518

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8604	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8724	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9193	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8790	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8677	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8575	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8539	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8501	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8404	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8379	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8303	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8242	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8095	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7903	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7722	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7599	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7474	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7364	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7341	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7299	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7272	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7168	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7087	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6993	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6972	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6816	CP Investor C	\$0.00	\$11.10	\$0.00	\$43.51	\$0.00	\$54.61
1984	6767	CP Investor C	\$0.00	\$5.34	\$0.00	\$22.21	\$0.00	\$27.55
1983	6703	CP Investor C	\$0.00	\$4.74	\$0.00	\$20.41	\$0.00	\$25.15
1982	6724	CP Investor C	\$0.00	\$13.61	\$24.00	\$59.70	\$0.00	\$97.31
			\$75.98	\$393.37	\$114.00	\$862.05	\$0.00	\$1,373.58

+ 200
 1573.58
 Clerk's Admin Fee → 50.00
 \$ 1,623.58

PT SE 1/4 SW 1/4 SECTION 30
T1N R15E

206-21
2 of 4
CODE 4030
UPDATED 8-15-07

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

SEE MAP 206-15

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

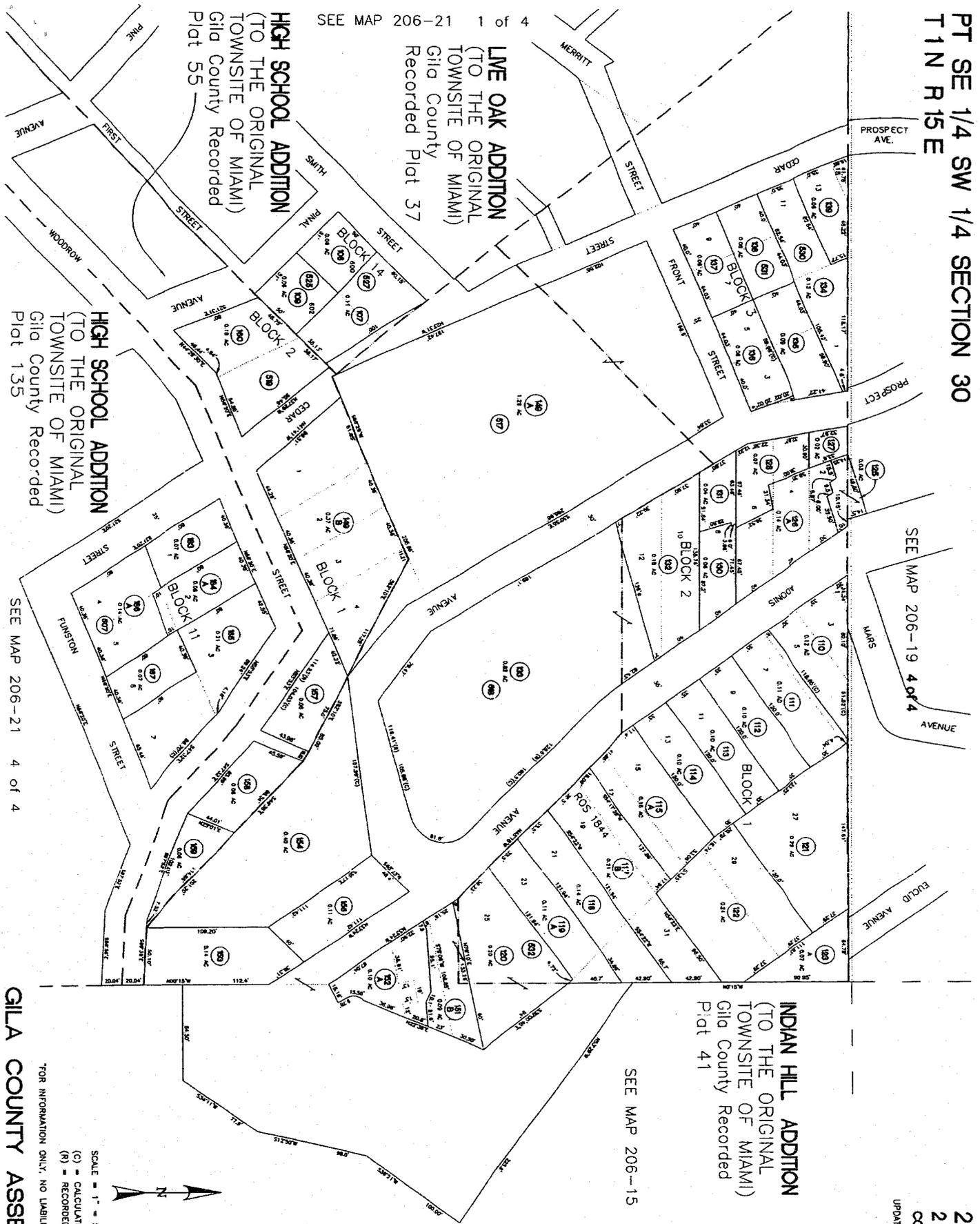
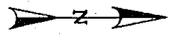
HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135

SEE MAP 206-21 4 of 4

GILA COUNTY ASSESSOR

SCALE = 1" = 30'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.



Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 500FTHIGH SCHOOL ADD ALL OF
BLK 2

Parcel ID: 206-21-519

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8605	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8725	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9194	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8791	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8678	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8576	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8540	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8502	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8405	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8380	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8304	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8243	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8096	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7904	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7723	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7600	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7475	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7365	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7342	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7300	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7273	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7169	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7088	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6994	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6973	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6817	CP Investor C	\$0.00	\$11.10	\$0.00	\$43.51	\$0.00	\$54.61
1984	6768	CP Investor C	\$0.00	\$5.34	\$0.00	\$22.21	\$0.00	\$27.55
1983	6704	CP Investor C	\$0.00	\$4.74	\$0.00	\$20.41	\$0.00	\$25.15
1982	6725	CP Investor C	\$0.00	\$13.61	\$24.00	\$59.70	\$0.00	\$97.31
			\$75.98	\$393.37	\$114.00	\$862.05	\$0.00	\$1,373.58

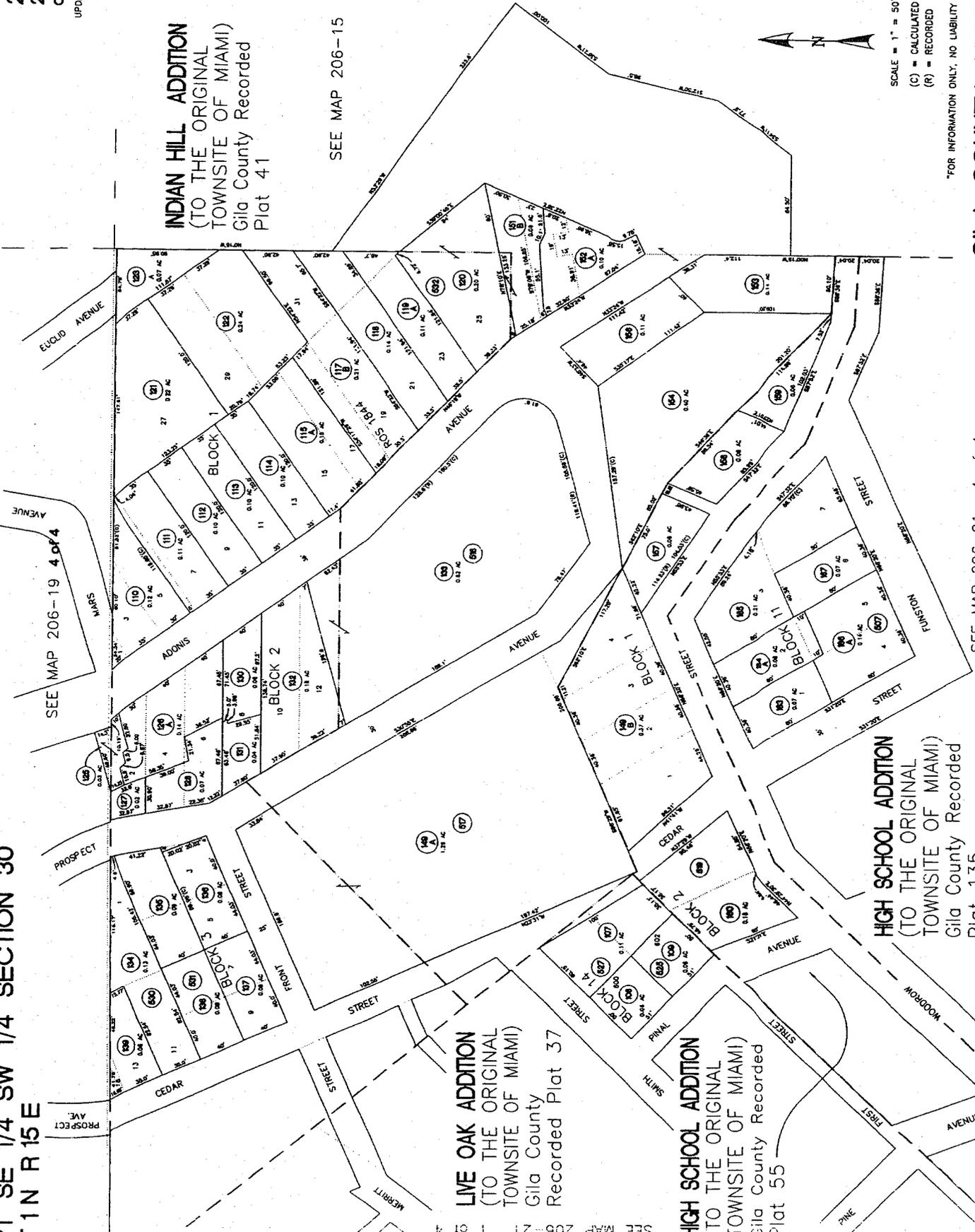
+ 2.00
 1573.58
 Clerk's admin fee → 50.00
 \$1,623.58

PT SE 1/4 SW 1/4 SECTION 30
T 1 N R 15 E

206-21
2 of 4
CODE 4030
UPDATED 8-15-07

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

SEE MAP 206-15



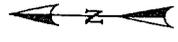
SEE MAP 206-19 4 of 4

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135

SEE MAP 206-21 4 of 4



SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

Hard Copy

Thursday, May 19, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 40FTPOR LOT 402 BLK 6 LIVE OAK
ADD SEC 30 T1N R15E BEG SE COR LOT 402;TH S 48DEG 51MIN W
45.6FT;TH N 48DEG 04MIN W 46.11FT;TH N 39DEG 30MIN E
54.16FT;TH S 38DEG 40MIN E 54.57FT TO POB

Parcel ID: 206-21-520

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8606	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8726	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9195	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8792	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8679	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8577	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8541	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8503	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8406	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8381	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8305	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8244	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8097	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7905	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7724	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7601	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7476	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7366	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7343	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7301	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7274	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7170	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7089	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6995	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6974	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6818	CP Investor C	\$0.00	\$11.10	\$0.00	\$43.51	\$0.00	\$54.61
1984	6769	CP Investor C	\$0.00	\$5.34	\$0.00	\$22.21	\$0.00	\$27.55
1983	6705	CP Investor C	\$0.00	\$4.74	\$0.00	\$20.41	\$0.00	\$25.15
1982	6726	CP Investor C	\$0.00	\$13.61	\$24.00	\$59.70	\$0.00	\$97.31
			\$75.98	\$393.37	\$114.00	\$862.05	\$0.00	\$1,373.58

+ 200
 1,573.58
 Clerk Admin Fee → 50.00
 + 1,623.58

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 40FTPOR LOT 402 BLK 6 LIVE OAK
ADD SEC 30 TIN R15E BEG NW COR LOT 402;TH N 62DEG 48MIN E
30.19FT;TH S 43DEG 30MIN E 16.43FT;TH S 48DEG 04MIN E
32.07FT;TH S 39DEG 30MIN W 33.34FT;TH N 41DEG 09MIN W

Parcel ID: 206-21-521

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8607	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8727	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9196	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8793	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8680	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8578	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8542	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8504	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8407	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8382	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8306	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8245	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8098	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7906	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7725	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7602	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7477	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7367	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7344	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7302	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7275	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7171	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7090	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6996	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6975	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6819	CP Investor C	\$0.00	\$11.10	\$0.00	\$43.51	\$0.00	\$54.61
1984	6770	CP Investor C	\$0.00	\$5.34	\$0.00	\$22.21	\$0.00	\$27.55
1983	6706	CP Investor C	\$0.00	\$4.74	\$0.00	\$20.41	\$0.00	\$25.15
1982	6727	CP Investor C	\$0.00	\$13.61	\$24.00	\$59.70	\$0.00	\$97.31
			\$75.98	\$393.37	\$114.00	\$862.05	\$0.00	\$1,373.58

+ 200
 1573.58
 Clerk's admin fee → 50.00
 \$ 1,623.58

PT SE 1/4 SW 1/4 SECTION 30
T1N R15E

SEE MAP 206-20

SEE MAP 206-19

206-21
1 of 4
CODE 4030
JPD410 9-5-06

SEE MAP 206-23 4 of 4

SEE MAP 206-22

SEE MAP 206-21 2 of 4

LIME OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 1 of 4

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

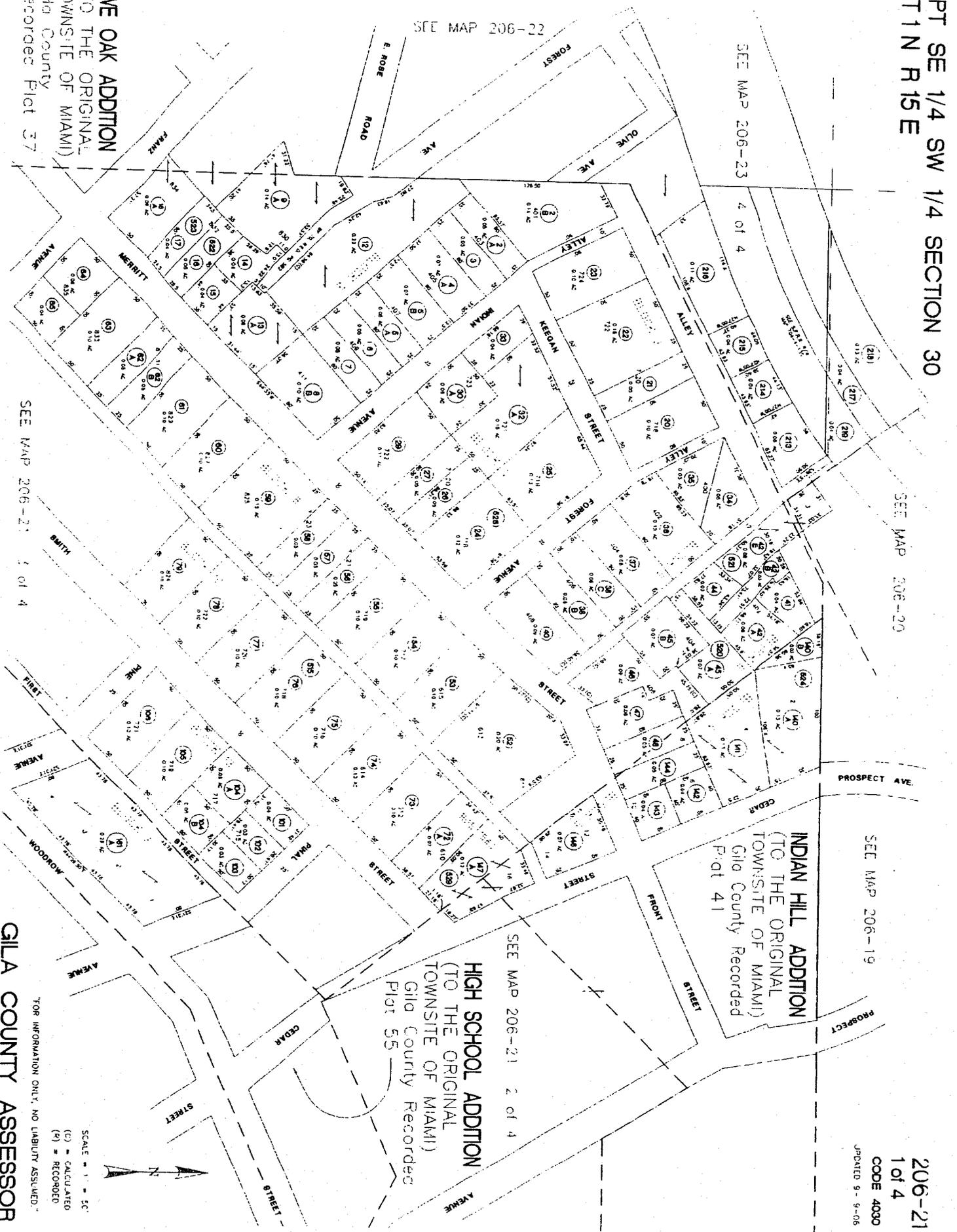
HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

SCALE - 1" = 50'

(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY. NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR



Hard Copy

Gila County Treasurer

Owner

Thursday, March 17, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD PT LOT 832
BLK 2 1/2 ON 25.5X80 BEG AT THE SE COR OF LOT 832 BLK 2 TH
SWLY ALNG THE S END LINE OF LOT 832 & PAR WITH MERRITT
ST 25.5FT TH NWLY PAR WITH W SIDELINE OF LOT 832 80FT TH

Parcel ID: 206-21-522

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8608	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8728	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9197	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8794	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8681	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8579	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8543	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8505	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8408	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8383	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8307	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8246	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8099	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7907	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7726	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7603	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7478	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7368	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7345	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7303	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7276	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7172	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7091	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6997	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6976	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6820	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6771	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6707	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6728	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
			\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 200 -
 1,570.38
 Clerk's admin fee -750.00
 \$ 1,620.38

PT SE 1/4 SW 1/4 SECTION 33
T11N R15E

SEE MAP 206-20

SEE MAP 206-19

206-21
1 of 4
CODE 4030
DATE: 9-9-06

SEE MAP 206-23
4 of 4

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

SEE MAP 206-22

SEE MAP 206-21 2 of 4



LINE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 3 of 4

SCALE - 1" = 50'
(C) - CALCULATED
(P) - RECORDED
"TOP INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD W 24.5FT OF
TH S 80FT OF LOT 832 BLK 2

Parcel ID: 206-21-523

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8609	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8729	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9198	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8795	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8682	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8580	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8544	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8506	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8409	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8384	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8308	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8247	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8100	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7908	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7727	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7604	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7479	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7369	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7346	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7304	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7277	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7173	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7092	CP Investor C	\$0.00	\$5.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	6998	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6977	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6821	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6772	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6708	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6729	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
			\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 200
 1570.38
 Clerk's Admin fee → 50.00
 \$ 1,620.38

PT SE 1/4 SW 1/4 SECTION 30
T11N R15E

SEE MAP 206-20

SEE MAP 206-19

206-21
1 of 4
CODE 4030
REPAIRED 9-9-06

SEE MAP 206-23

SEE MAP 206-22

SEE MAP 206-21 2 of 4

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Dade County

SEE MAP 206-21 1 of 4

GIL A COUNTY ASSESSOR

SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED
FOR INFORMATION ONLY. NO LIABILITY ASSUMED.



INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Dade County Recorded
Plat 41

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Dade County Recorded
Plat 55

Copy

March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
ATTN: PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS BELOW 40FT BEG NE COR OF LOT 2 OF
BLK 4 INDIAN HILL ADD TH N 89DEG 59MIN W ALNG N LINE OF
LOT 2 100FT TH SELY 65FT M/L TO SW COR OF LOT 2 TH NELY
106FT TO PT ON NELY ENDLINE OF LOT 4 15FT SELY FR NE COR

ID: 206-21-524

Figures below based on 07/05/2011

Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
8610	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
8730	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
9199	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
8796	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
8683	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
8581	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
8545	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
8507	CP Investor C	\$5.52	\$9.45	\$0.00	\$10.71	\$0.00	\$20.16
8410	CP Investor C	\$5.06	\$22.22	\$0.00	\$25.18	\$0.00	\$47.40
8385	CP Investor C	\$5.30	\$23.41	\$0.00	\$26.53	\$0.00	\$49.94
8309	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
8248	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
8101	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
7909	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
7728	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
7605	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
7480	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
7370	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
7347	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
7305	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
7278	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
7174	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
7093	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
5999	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
5978	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
5822	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
5773	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
5709	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
5730	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
		\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 200
 Clerk's Admin Fee → 1570.38
 → 50.00

 \$ 1,620.38

PT SE 1/4 SW 1/4 SECTION 30
T11N R15E

SEE MAP 206-23

SEE MAP 206-23
4 of 4

SEE MAP 206-19

206-21
1 of 4
CODE 4030
JDATE 9-9-06

SEE MAP 206-22

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

SEE MAP 206-21 2 of 4

LIVE OAK ADDITION
(TO THE ORIGINAL



SCALE = 1" = 50'
(C) = CALCULATED

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 602 BLK 14

Parcel ID: 206-21-525

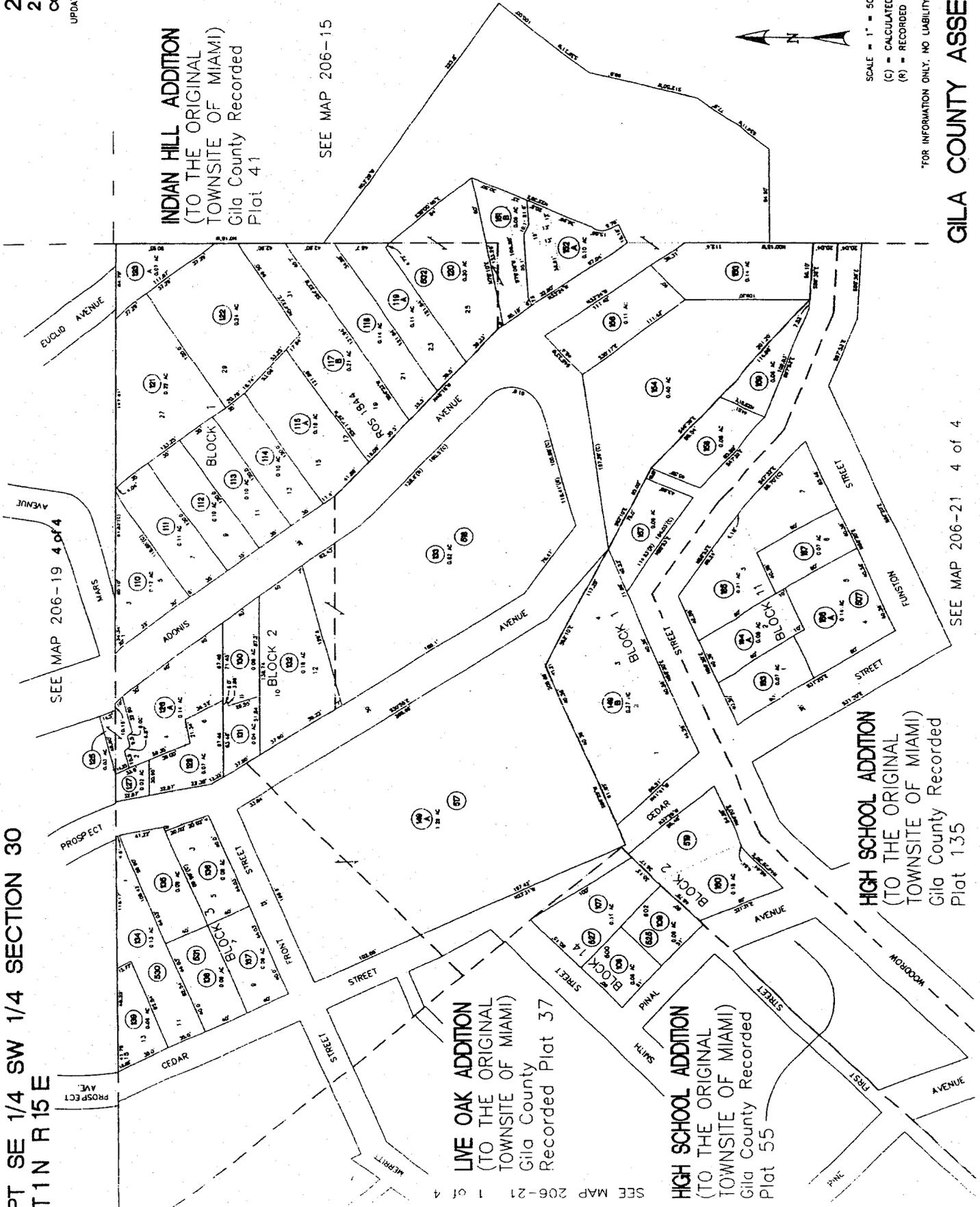
Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8611	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8731	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9200	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8797	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8684	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8582	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8546	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8508	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8411	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8386	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8310	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8249	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8102	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7910	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7729	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7606	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7481	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7371	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7348	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7306	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7279	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7175	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7094	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	7000	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6979	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6823	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6774	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6710	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6731	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
			\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 200 —
 Clerk Admin fee → 50.00
 \$1,620.38

PT SE 1/4 SW 1/4 SECTION 30
T1N R15E

206-21
2 of 4
CODE 4030
UPDATED 8-15-07



INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

SEE MAP 206-15

SEE MAP 206-19 4 of 4

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 1 of 4

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135

SEE MAP 206-21 4 of 4

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS LIVE OAK ADD LOT 718 BLK4

Parcel ID: 206-21-526

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8612	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8732	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9201	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8798	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8685	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8583	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8547	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8509	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8412	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8387	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8311	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8250	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8103	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7911	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7730	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7607	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7482	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7372	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7349	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7307	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7280	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7176	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7095	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	7001	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6980	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6824	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6775	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6711	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6732	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
			\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 200
 1570.38
 Clerk's admin fee → 50.00
 + 1,620.38

PT SE 1/4 SW 1/4 SECTION 30
T1N R15E

SEE MAP 206-20

SEE MAP 206-19

206-21
1 of 4
CODE 4030
UPDATED 9-19-06

SEE MAP 206-23

4 of 4

SEE MAP 206-21 2 of 4

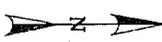
SEE MAP 206-22

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

LIME OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 3 of 4



SCALE = 1" = 50'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 600 BLK 14

Parcel ID: 206-21-527

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8613	Tax	\$4.16	\$0.00	\$0.00	\$0.50	\$0.00	\$4.66
2009	8733	CP State Iss	\$4.08	\$4.08	\$15.00	\$1.14	\$0.00	\$20.22
2008	9202	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.86	\$0.00	\$21.22
2007	8799	CP State Iss	\$4.28	\$4.28	\$15.00	\$2.56	\$0.00	\$21.84
2006	8686	CP State Iss	\$4.72	\$4.72	\$15.00	\$3.58	\$0.00	\$23.30
2005	8584	CP State Iss	\$4.66	\$4.66	\$15.00	\$4.28	\$0.00	\$23.94
2004	8548	CP State Iss	\$4.68	\$4.68	\$15.00	\$5.06	\$0.00	\$24.74
2003	8510	CP Investor C	\$5.52	\$11.11	\$0.00	\$12.59	\$0.00	\$23.70
2002	8413	CP Investor C	\$5.06	\$21.41	\$0.00	\$24.26	\$0.00	\$45.67
2001	8388	CP Investor C	\$5.30	\$22.56	\$0.00	\$25.57	\$0.00	\$48.13
2000	8312	CP Investor C	\$5.00	\$10.60	\$0.00	\$16.82	\$0.00	\$27.42
1999	8251	CP Investor C	\$4.60	\$15.52	\$0.00	\$26.07	\$0.00	\$41.59
1998	8104	CP Investor C	\$4.70	\$10.58	\$0.00	\$19.61	\$0.00	\$30.19
1997	7912	CP Investor C	\$5.42	\$22.30	\$0.00	\$41.33	\$0.00	\$63.63
1996	7731	CP Investor C	\$4.60	\$10.21	\$0.00	\$22.73	\$0.00	\$32.94
1995	7608	CP Investor C	\$4.84	\$26.26	\$0.00	\$58.47	\$0.00	\$84.73
1994	7483	CP Investor C	\$0.00	\$26.95	\$0.00	\$60.01	\$0.00	\$86.96
1993	7373	CP Investor C	\$0.00	\$27.43	\$0.00	\$61.08	\$0.00	\$88.51
1992	7350	CP Investor C	\$0.00	\$28.39	\$0.00	\$63.22	\$0.00	\$91.61
1991	7308	CP Investor C	\$0.00	\$30.24	\$0.00	\$67.33	\$0.00	\$97.57
1990	7281	CP Investor C	\$0.00	\$30.69	\$0.00	\$68.34	\$0.00	\$99.03
1989	7177	CP Investor C	\$0.00	\$6.49	\$0.00	\$21.72	\$0.00	\$28.21
1988	7096	CP Investor C	\$0.00	\$6.31	\$0.00	\$21.96	\$0.00	\$28.27
1987	7002	CP Investor C	\$0.00	\$12.23	\$0.00	\$42.56	\$0.00	\$54.79
1986	6981	CP Investor C	\$0.00	\$12.52	\$0.00	\$43.57	\$0.00	\$56.09
1985	6825	CP Investor C	\$0.00	\$10.80	\$0.00	\$42.34	\$0.00	\$53.14
1984	6776	CP Investor C	\$0.00	\$5.21	\$0.00	\$21.67	\$0.00	\$26.88
1983	6712	CP Investor C	\$0.00	\$4.61	\$0.00	\$19.85	\$0.00	\$24.46
1982	6733	CP Investor C	\$0.00	\$13.54	\$24.00	\$59.40	\$0.00	\$96.94
			\$75.98	\$392.74	\$114.00	\$859.48	\$0.00	\$1,370.38

+ 2.00

clerk's admin fee → 1570.38
50.00
\$ 1,620.38

PT SE 1/4 SW 1/4 SECTION 30
T1N R15E

206-21
2 of 4
CODE 4030
UPDATED 8-15-07

INDIAN HILL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 41

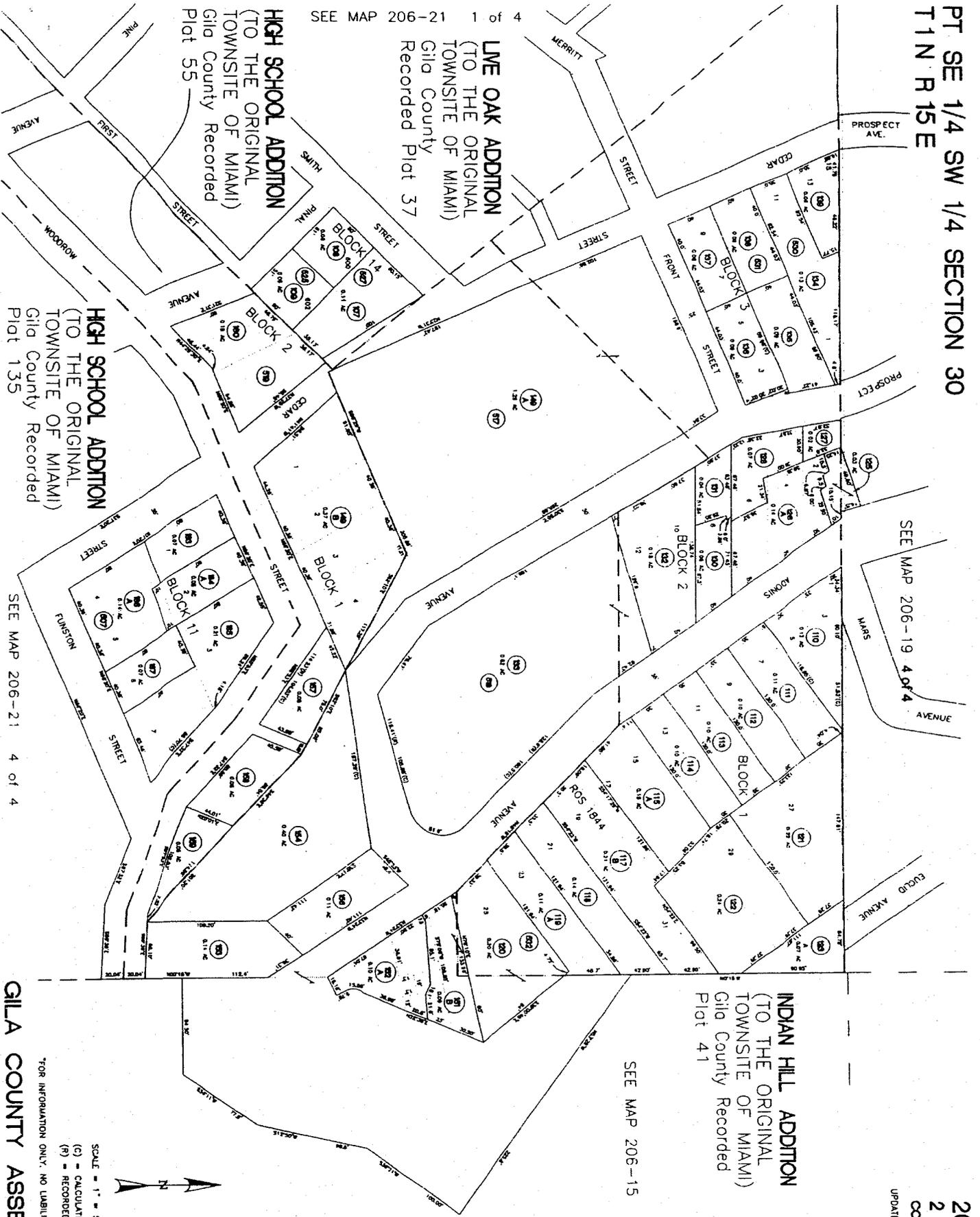
SEE MAP 206-15

LIVE OAK ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 37

SEE MAP 206-21 1 of 4

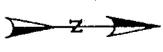
HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 55

HIGH SCHOOL ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County Recorded
Plat 135



SEE MAP 206-19 4 of 4

SEE MAP 206-21 4 of 4



SCALE - 1" = 50'
(C) - CALCULATED
(R) - RECORDED

FOR INFORMATION ONLY. NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

OCCIDENTAL MINERALS CORP
C/O PROPERTY TAX DEPT
PO BOX 27570
HOUSTON TX 77227

SUB-SURFACE RGHTS ONLY BELOW 500FT IN POR OF SPRR R/W
IN NW SE SEC 30 TIN R15E DESC MORE FULLY IN DKT
369/715-716

Parcel ID: 206-22-500

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	8771	Tax	\$2.74	\$0.00	\$0.00	\$0.32	\$0.00	\$3.06
2009	8894	CP State Iss	\$2.68	\$2.68	\$15.00	\$0.76	\$0.00	\$18.44
2008	9363	CP State Iss	\$2.86	\$2.86	\$15.00	\$1.22	\$0.00	\$19.08
2007	8960	CP State Iss	\$2.80	\$2.80	\$15.00	\$1.68	\$0.00	\$19.48
2006	8847	CP State Iss	\$3.10	\$3.10	\$15.00	\$2.36	\$0.00	\$20.46
2005	8742	CP State Iss	\$3.06	\$3.06	\$15.00	\$2.82	\$0.00	\$20.88
2004	8707	CP State Iss	\$3.10	\$3.10	\$15.00	\$3.34	\$0.00	\$21.44
2003	8669	CP Investor C	\$3.62	\$9.01	\$0.00	\$10.21	\$0.00	\$19.22
2002	8568	CP Investor C	\$3.30	\$19.18	\$0.00	\$21.74	\$0.00	\$40.92
2001	8543	CP Investor C	\$3.48	\$19.96	\$0.00	\$22.62	\$0.00	\$42.58
2000	8467	CP Investor C	\$3.28	\$8.67	\$0.00	\$13.76	\$0.00	\$22.43
1999	8406	CP Investor C	\$3.02	\$18.87	\$0.00	\$29.94	\$0.00	\$48.81
1998	8259	CP Investor C	\$3.08	\$8.65	\$0.00	\$16.03	\$0.00	\$24.68
1997	8067	CP Investor C	\$3.58	\$19.82	\$0.00	\$36.73	\$0.00	\$56.55
1996	7885	CP Investor C	\$3.02	\$8.42	\$0.00	\$18.75	\$0.00	\$27.17
1995	7762	CP Investor C	\$3.18	\$24.11	\$0.00	\$53.68	\$0.00	\$77.79
1994	7637	CP Investor C	\$0.00	\$24.56	\$0.00	\$54.69	\$0.00	\$79.25
1993	7526	CP Investor C	\$0.00	\$24.88	\$0.00	\$55.40	\$0.00	\$80.28
1992	7503	CP Investor C	\$0.00	\$25.48	\$0.00	\$56.74	\$0.00	\$82.22
1991	7461	CP Investor C	\$0.00	\$27.06	\$0.00	\$60.25	\$0.00	\$87.31
1990	7433	CP Investor C	\$0.00	\$27.37	\$0.00	\$60.94	\$0.00	\$88.31
1989	7328	CP Investor C	\$0.00	\$4.58	\$0.00	\$15.33	\$0.00	\$19.91
1988	7247	CP Investor C	\$0.00	\$4.49	\$0.00	\$15.63	\$0.00	\$20.12
1987	7153	CP Investor C	\$0.00	\$10.10	\$0.00	\$35.15	\$0.00	\$45.25
1986	7132	CP Investor C	\$0.00	\$10.57	\$0.00	\$36.78	\$0.00	\$47.35
1985	6974	CP Investor C	\$0.00	\$9.34	\$0.00	\$36.61	\$0.00	\$45.95
1984	6924	CP Investor C	\$0.00	\$3.85	\$0.00	\$16.02	\$0.00	\$19.87
1983	6859	CP Investor C	\$0.00	\$3.56	\$0.00	\$15.33	\$0.00	\$18.89
1982	6878	CP Investor C	\$0.00	\$13.08	\$24.00	\$57.38	\$0.00	\$94.46
			\$49.90	\$343.21	\$114.00	\$752.21	\$0.00	\$1,212.16

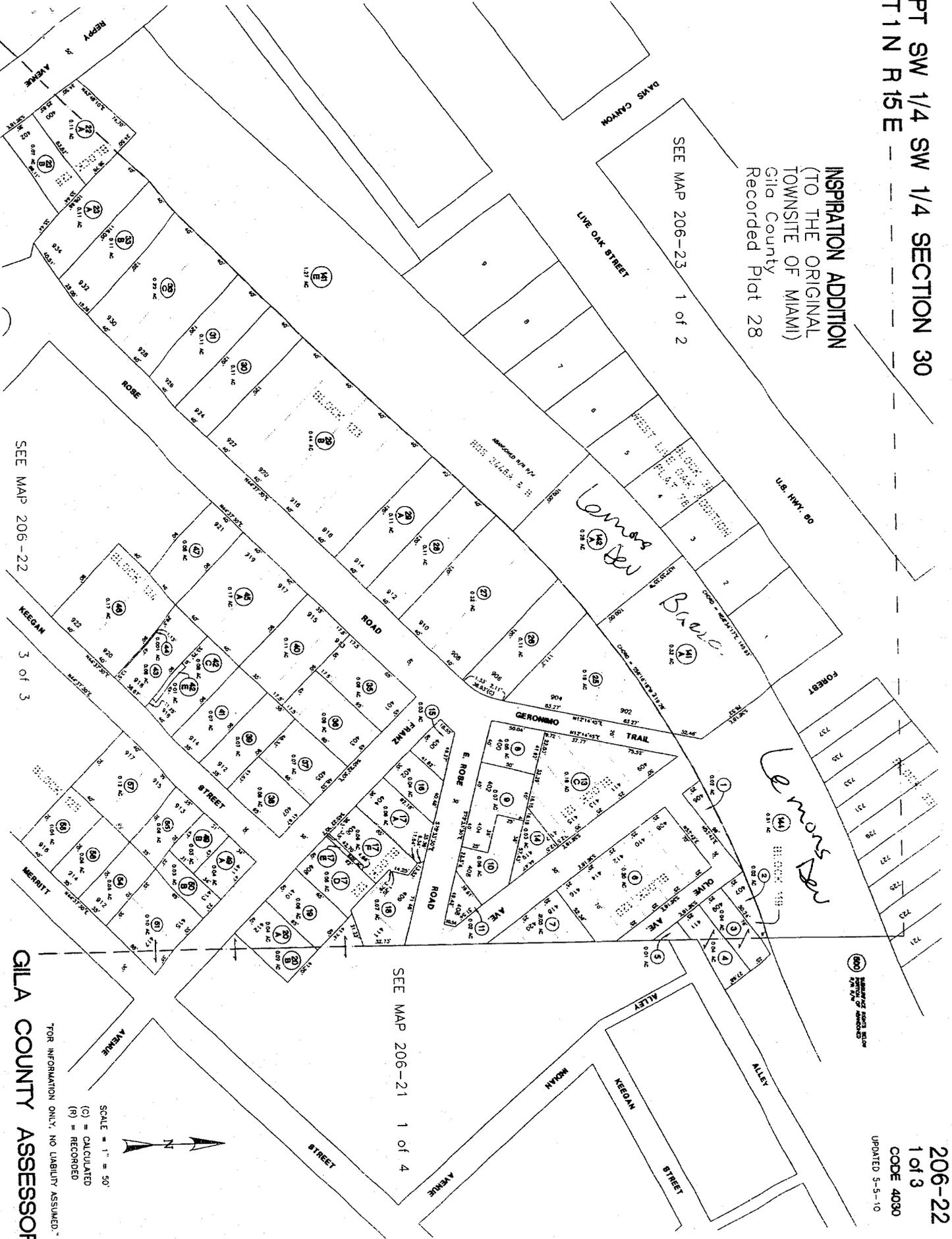
+200

Chcks Admin fee → 1412.16
50.00
1462.16

PT SW 1/4 SW 1/4 SECTION 30
T1N R15E

INSPIRATION ADDITION
(TO THE ORIGINAL
TOWNSITE OF MIAMI)
Gila County
Recorded Plat 28

SEE MAP 206-23 1 of 2



SEE MAP 206-22

3 of 3

SEE MAP 206-21 1 of 4

(800) MEASURED RIGHTS SHOW
BY PLAT

206-22
1 of 3
CODE 4030
UPDATED 5-5-10

GILA COUNTY ASSESSOR
"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

JONES DOROTHY (1/2 INT) JONES E. SURFACE RIGHTS ONLY TO A DEPTH OF 200' ON CENTRAL HGTS TWNS LOT S 38 39 BLK 21

PO BOX 1628
CLAYPOOL AZ 85532

Parcel ID: 207-08-221

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	9972	Tax	\$109.96	\$0.00	\$0.00	\$8.80	\$0.00	\$118.76
2009	10111	CP State Iss	\$109.06	\$109.06	\$15.45	\$26.18	\$0.00	\$150.69
2008	10589	CP State Iss	\$109.86	\$109.86	\$15.49	\$43.21	\$0.00	\$168.56
2007	10186	CP State Iss	\$111.52	\$111.52	\$15.58	\$62.46	\$0.00	\$189.56
2006	10069	CP State Iss	\$123.54	\$123.54	\$16.18	\$88.95	\$0.00	\$228.67
2005	9960	CP State Iss	\$120.24	\$120.24	\$16.01	\$105.81	\$0.00	\$242.06
2004	9927	CP State Iss	\$125.32	\$125.32	\$16.27	\$130.33	\$0.00	\$271.92
2003	9881	Tax	\$212.22	\$0.00	\$10.61	\$36.78	\$259.61	\$0.00
2002	9777	Tax	\$204.86	\$0.00	\$0.00	\$8.19	\$213.05	\$0.00
2001	9747	Tax	\$101.98	\$0.00	\$0.00	\$0.68	\$102.66	\$0.00
2000	9662	Tax	\$91.86	\$0.00	\$0.00	\$0.00	\$91.86	\$0.00
1999	9598	Tax	\$82.14	\$0.00	\$0.00	\$0.55	\$82.69	\$0.00
1998	9421	Tax	\$76.30	\$0.00	\$0.00	\$3.05	\$79.35	\$0.00
1997	9216	Tax	\$84.92	\$0.00	\$0.00	\$4.53	\$89.45	\$0.00
1996	9008	Tax	\$124.34	\$0.00	\$0.00	\$11.61	\$135.95	\$0.00
1995	8880	Tax	\$129.18	\$0.00	\$6.46	\$21.53	\$157.17	\$0.00
			\$1,917.30	\$699.54	\$112.05	\$552.66	\$1,211.79	\$1,370.22

280.00

\$ 1,570.22

50.00

1,620.22

Vacant Land

clerk's Admin Fee

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703. Fax:(928) 425-7268

dsavage@co.gila.az.us

MCNAIR GEORGE E (ESTATE OF) GLOBE TWNS W PT LOT 17 BLK 81
C/O WILLIE ROSA COONAN
6255 CMU PIMERIA ALTA #26
TUCSON AZ 85718

Parcel ID: 208-03-154

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	12568	Tax	\$5.90	\$0.00	\$0.00	\$0.62	\$0.00	\$6.52
2009	12727	CP State Iss	\$5.34	\$5.34	\$15.00	\$1.50	\$0.00	\$21.84
2008	13213	CP State Iss	\$5.44	\$5.44	\$15.00	\$2.32	\$0.00	\$22.76
2007	12805	CP State Iss	\$5.82	\$5.82	\$15.00	\$3.50	\$0.00	\$24.32
2006	12682	CP State Iss	\$6.54	\$6.54	\$15.00	\$4.98	\$0.00	\$26.52
2005	12585	CP State Iss	\$7.08	\$7.08	\$15.00	\$6.52	\$0.00	\$28.60
2004	12560	CP State Iss	\$7.12	\$7.12	\$15.00	\$7.68	\$0.00	\$29.80
2003	12509	Tax	\$6.72	\$0.00	\$0.00	\$0.00	\$6.72	\$0.00
2002	12405	Tax	\$6.64	\$0.00	\$0.00	\$0.00	\$6.64	\$0.00
2001	12373	Tax	\$6.48	\$0.00	\$0.00	\$0.00	\$6.48	\$0.00
2000	12274	Tax	\$6.82	\$0.00	\$0.00	\$0.73	\$7.55	\$0.00
1999	12199	Tax	\$7.38	\$0.00	\$0.00	\$0.00	\$7.38	\$0.00
1998	12006	Tax	\$7.20	\$0.00	\$0.00	\$0.38	\$7.58	\$0.00
1997	11782	Tax	\$7.42	\$0.00	\$0.00	\$0.00	\$7.42	\$0.00
1996	11563	Tax	\$7.00	\$0.00	\$0.00	\$0.00	\$7.00	\$0.00
1995	11414	Tax	\$7.38	\$0.00	\$0.00	\$0.20	\$7.58	\$0.00
			\$106.28	\$37.34	\$90.00	\$28.43	\$64.35	\$160.36

+ 200
 360.36
 clerk's admin fee → 50.00
 \$ 410.36

Hillside only

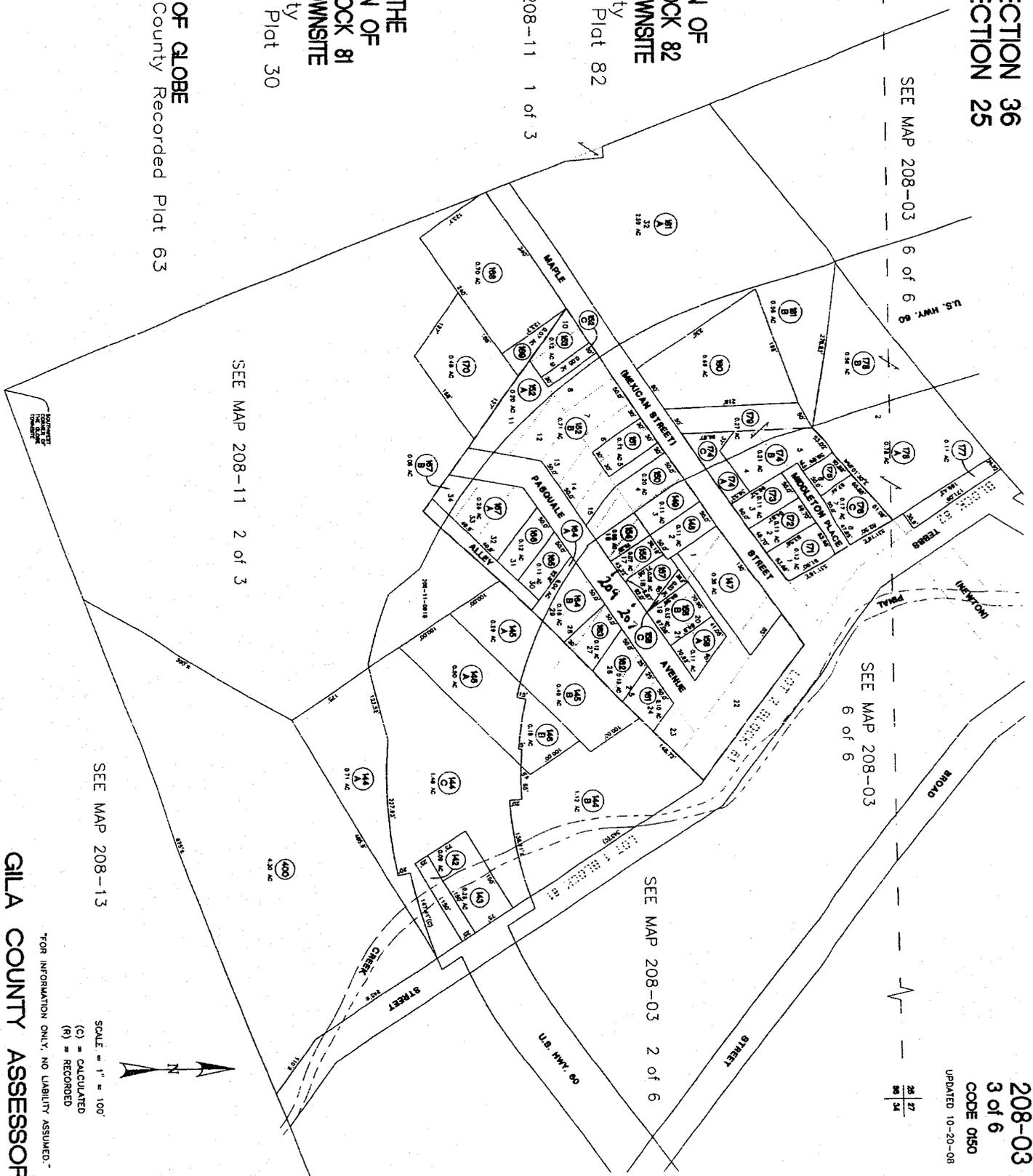
PT NW 1/4 SECTION 36
PT SW 1/4 SECTION 25
T 1 N R 15 E

208-03
3 of 6
CODE 0150
UPDATED 10-20-08

SUBDIVISION OF
LOT 1 BLOCK 82
GLOBE TOWNSITE
Gila County
Recorded Plat 82

PLAT OF THE
SUBDIVISION OF
LOT 2 BLOCK 81
GLOBE TOWNSITE
Gila County
Recorded Plat 30

MAP OF GLOBE
Gila County Recorded Plat 63



SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

HIGHLANDS AT THE RIM LLC

8560 E SHEA BLVD #130
SCOTTSDALE AZ 85260

POR GOV LOT 4 SEC 35 T11N R10E;COMM SE COR LOT 4;TH
N89D32'43 W 619.10' POB;TH N89D32'43 W 30';TH N0D19'53 E 30';YH
S89D34'38 E 30';TH S0D27'17 E 30' POB;=0.02 AC M/L (OUT OF
302-23-014K)

Parcel ID: 302-23-109-B

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	20362	Tax	\$114.34	\$0.00	\$0.00	\$9.15	\$0.00	\$123.49
2009	20569	CP State Iss	\$127.18	\$127.18	\$16.36	\$30.53	\$0.00	\$174.07
2008	21172	CP State Iss	\$138.96	\$138.96	\$16.95	\$54.65	\$0.00	\$210.56
2007	20729	CP State Iss	\$139.66	\$139.66	\$16.98	\$78.21	\$0.00	\$234.85
2006	20468	CP State Iss	\$133.84	\$133.84	\$16.69	\$96.37	\$0.00	\$246.90
2005	20347	CP State Iss	\$131.98	\$131.98	\$16.60	\$116.14	\$0.00	\$264.72
2004	20350	CP State Iss	\$120.46	\$120.46	\$16.02	\$125.28	\$0.00	\$261.76
2003	20317	Tax	\$104.40	\$0.00	\$5.00	\$6.26	\$115.66	\$0.00
2002	20196	Tax	\$1.68	\$0.00	\$0.00	\$0.00	\$1.68	\$0.00
			\$1,012.50	\$792.08	\$104.60	\$516.59	\$117.34	\$1,516.35

200 -
 1716.35
 - 50.00

 1,766.35

clerk's admin fee →

Wellsite

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT B LYING BETWEEN LOTS 4 & 5 OF HOUSTON CREEK
LANDING; SEC 32 T11N R11E; =0.07 AC M/L (OUT OF 302-60-008K &
Z)

Parcel ID: 302-60-193

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23831	Tax	\$46.54	\$0.00	\$0.00	\$5.58	\$0.00	\$52.12
2009	24066	CP State Iss	\$43.54	\$43.54	\$15.00	\$12.20	\$0.00	\$70.74
2008	24688	CP State Iss	\$47.26	\$47.26	\$15.00	\$20.16	\$0.00	\$82.42
2007	24237	CP State Iss	\$49.44	\$49.44	\$15.00	\$29.66	\$0.00	\$94.10
2006	23954	CP State Iss	\$49.26	\$49.26	\$15.00	\$37.44	\$0.00	\$101.70
2005	23747	CP State Iss	\$49.94	\$49.94	\$15.00	\$45.94	\$0.00	\$110.88
2004	23745	CP State Iss	\$46.36	\$46.36	\$15.00	\$50.06	\$0.00	\$111.42
2003	23709	Tax	\$41.36	\$0.00	\$5.00	\$8.27	\$54.63	\$0.00
2002	23571	Tax	\$41.38	\$0.00	\$5.00	\$8.28	\$54.66	\$0.00
			\$415.08	\$285.80	\$100.00	\$217.59	\$109.29	\$623.38

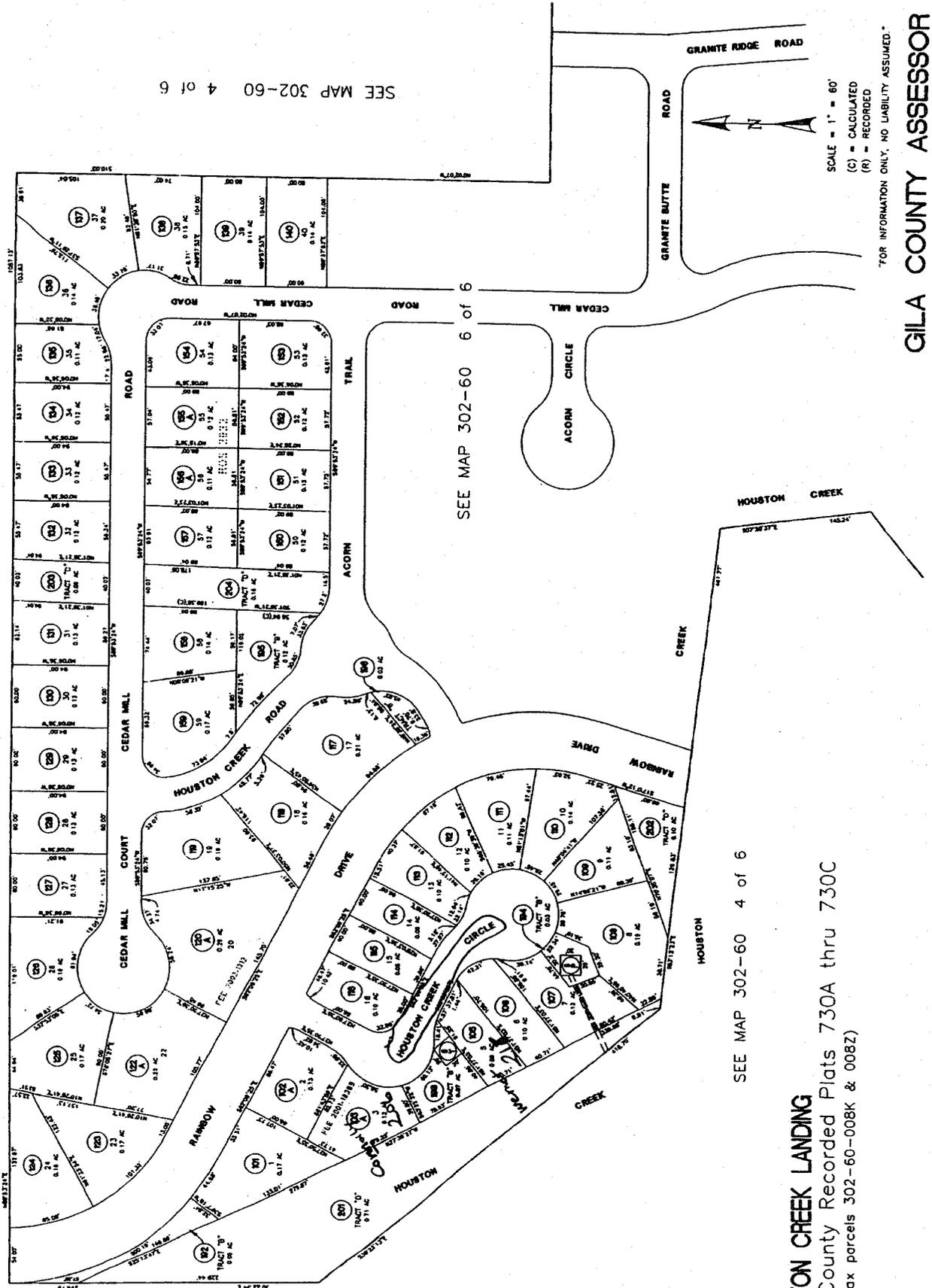
200
 823.38
 Clerk's Admin Fee → 50.00
 873.38

Drainage

PTS 1/2 SECTION 32
T 11 N R 11 E

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 2 of 6



SEE MAP 302-60 3 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-60 6 of 6

SEE MAP 302-60 4 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT B LYING BETWEEN LOTS 7 & 8 OF HOUSTON CREEK
LANDING;SEC 32 T11N R11E;=0.03 AC M/L (OUT OF 302-60-008K &
Z)

Parcel ID: 302-60-194

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23832	Tax	\$19.02	\$0.00	\$0.00	\$2.28	\$0.00	\$21.30
2009	24067	CP State Iss	\$17.80	\$17.80	\$15.00	\$4.98	\$0.00	\$37.78
2008	24689	CP State Iss	\$19.32	\$19.32	\$15.00	\$8.24	\$0.00	\$42.56
2007	24238	CP State Iss	\$20.20	\$20.20	\$15.00	\$12.12	\$0.00	\$47.32
2006	23955	CP State Iss	\$21.02	\$21.02	\$15.00	\$15.98	\$0.00	\$52.00
2005	23748	CP State Iss	\$21.36	\$21.36	\$15.00	\$19.66	\$0.00	\$56.02
2004	23746	CP State Iss	\$19.90	\$19.90	\$15.00	\$21.50	\$0.00	\$56.40
2003	23710	Tax	\$17.68	\$0.00	\$5.00	\$3.54	\$26.22	\$0.00
2002	23572	Tax	\$17.70	\$0.00	\$5.00	\$3.54	\$26.24	\$0.00
			\$174.00	\$119.60	\$100.00	\$91.84	\$52.46	\$313.38

200
 513.38
 → 50.00
 563.38
 Clerk's Admin fee

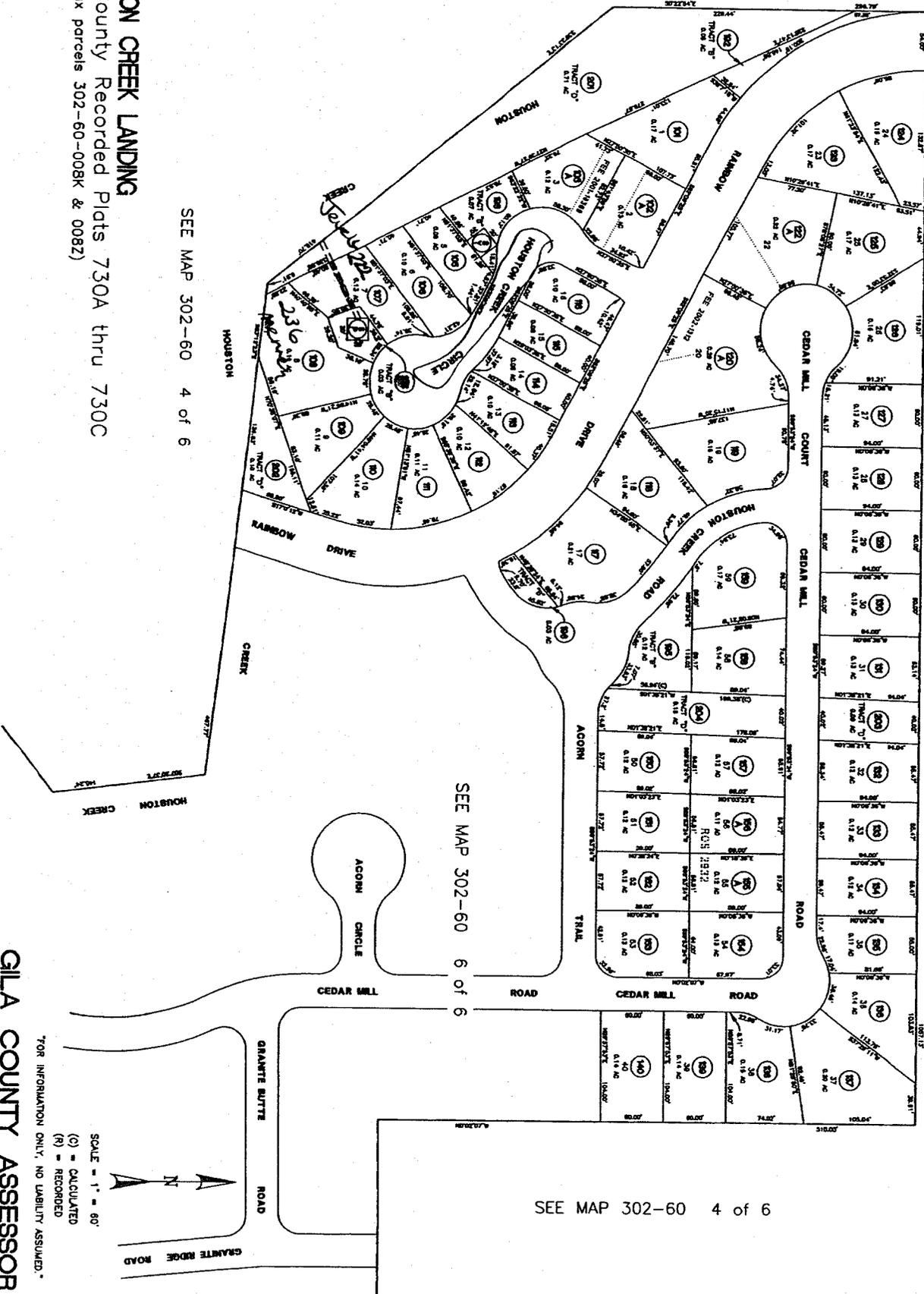
PTS 1/2 SECTION 32
T 11 N R 11 E

SEE MAP 302-60 2 of 6

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 3 of 6

SEE MAP 302-60 4 of 6



SEE MAP 302-60 4 of 6

SEE MAP 302-60 6 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

GILA COUNTY ASSESSOR

FOR INFORMATION ONLY. NO LIABILITY ASSUMED.

SCALE - 1" = 60'

(C) - CALCULATED
(R) - RECORDED

Hard COPY

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT B LYING BELOW LOTS 58 & 59 OF HOUSTON CREEK
LANDING;SEC 32 T11N R11E;=0.12 AC M/L (OUT OF 302-60-008K &
Z)

Parcel ID: 302-60-195

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23833	Tax	\$608.66	\$0.00	\$0.00	\$48.69	\$0.00	\$657.35
2009	24068	CP State Iss	\$535.72	\$535.72	\$36.79	\$128.57	\$0.00	\$701.08
2008	24690	CP State Iss	\$526.78	\$526.78	\$36.34	\$207.20	\$0.00	\$770.32
2007	24239	CP State Iss	\$470.38	\$470.38	\$33.52	\$263.41	\$0.00	\$767.31
2006	23956	CP State Iss	\$186.74	\$186.74	\$19.34	\$134.45	\$0.00	\$340.53
2005	23749	CP State Iss	\$182.28	\$182.28	\$19.11	\$160.41	\$0.00	\$361.80
2004	23747	CP State Iss	\$170.04	\$170.04	\$18.50	\$176.84	\$0.00	\$365.38
2003	23711	Tax	\$148.56	\$0.00	\$7.43	\$23.77	\$179.76	\$0.00
2002	23573	Tax	\$70.84	\$0.00	\$5.00	\$14.17	\$90.01	\$0.00
			\$2,900.00	\$2,071.94	\$176.03	\$1,157.51	\$269.77	\$3,963.77

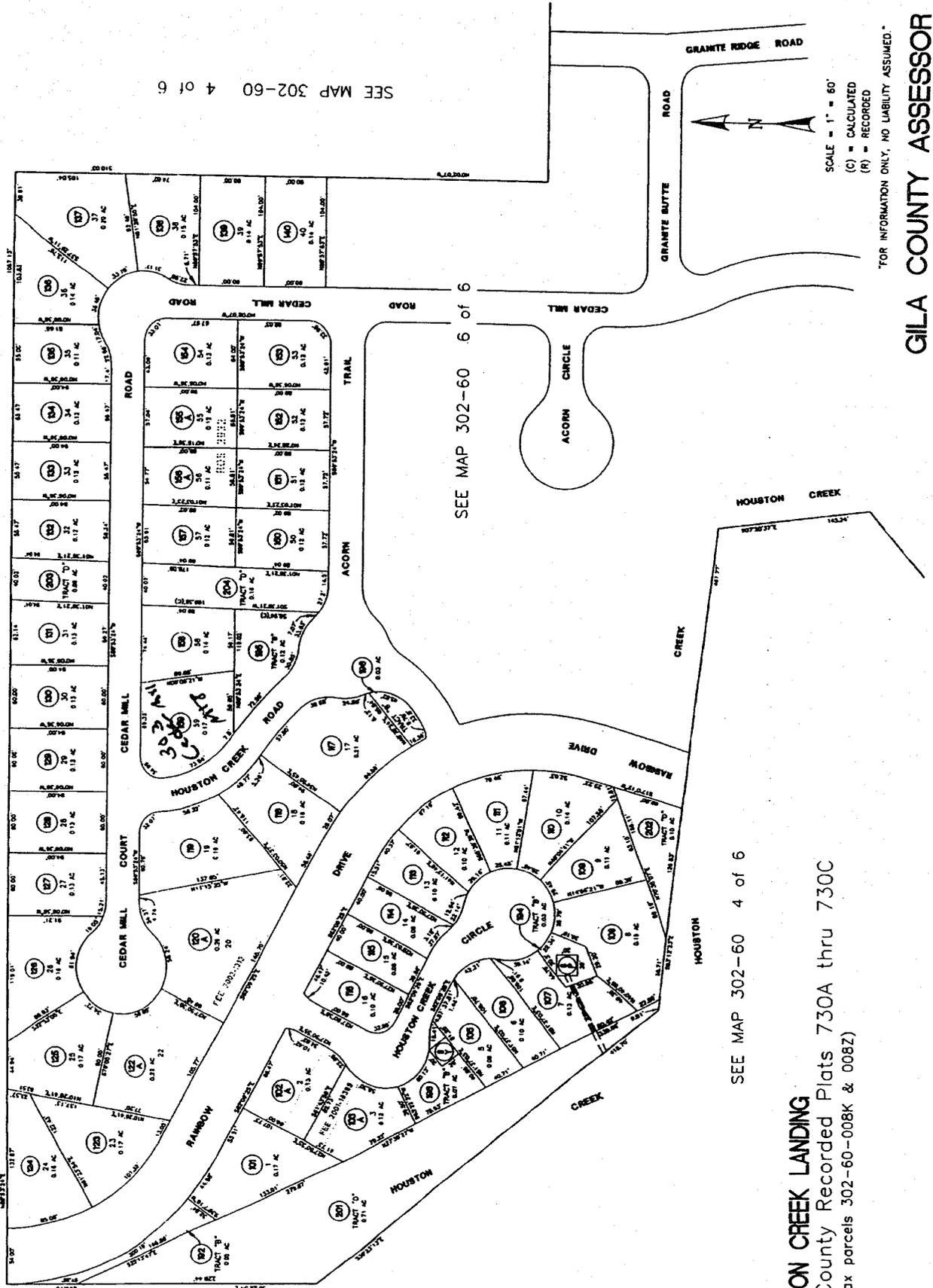
20.5
 4163.77
 → 50.00
 \$4213.77

Drainage Clerk's admin fee
 in play area

PTS 1/2 SECTION 32
T 11 N R 11 E

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 2 of 6



SEE MAP 302-60 3 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-60 6 of 6

SEE MAP 302-60 4 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED
FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT B LYING NEXT TO LOT 47 HOUSTON CREEK
LANDING; SEC 32 T11N R11E; =0.08 AC M/L (OUT OF 302-60-008K &
008Z)

Parcel ID: 302-60-196

Figures below based on 07/05/2011

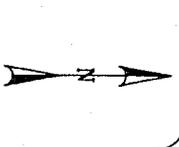
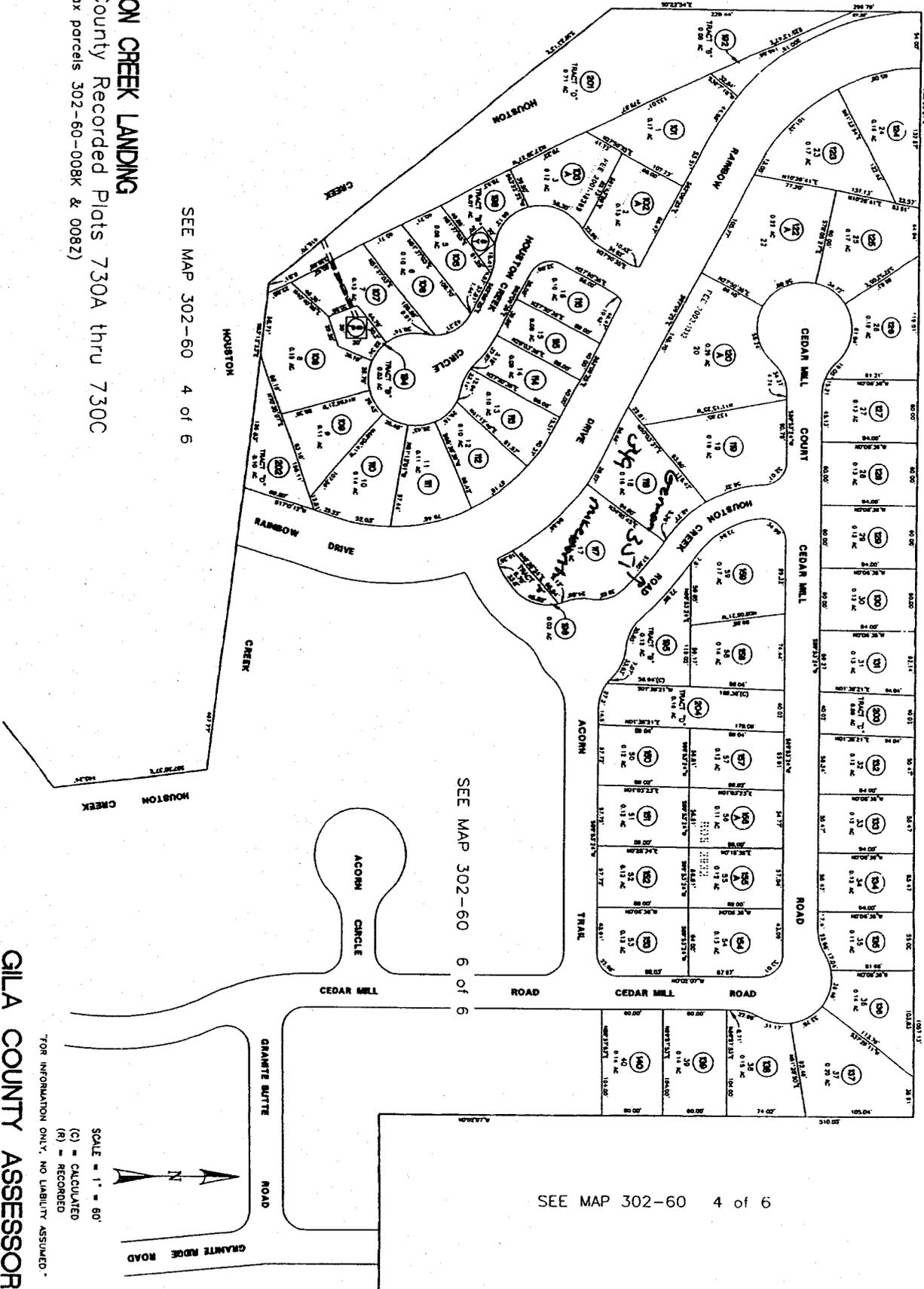
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23834	Tax	\$19.02	\$0.00	\$0.00	\$2.28	\$0.00	\$21.30
2009	24069	CP State Iss	\$17.80	\$17.80	\$15.00	\$4.98	\$0.00	\$37.78
2008	24691	CP State Iss	\$19.32	\$19.32	\$15.00	\$8.24	\$0.00	\$42.56
2007	24240	CP State Iss	\$20.20	\$20.20	\$15.00	\$12.12	\$0.00	\$47.32
2006	23957	CP State Iss	\$21.02	\$21.02	\$15.00	\$15.98	\$0.00	\$52.00
2005	23750	CP State Iss	\$21.36	\$21.36	\$15.00	\$19.66	\$0.00	\$56.02
2004	23748	CP State Iss	\$19.90	\$19.90	\$15.00	\$21.50	\$0.00	\$56.40
2003	23712	Tax	\$17.68	\$0.00	\$5.00	\$3.54	\$26.22	\$0.00
2002	23574	Tax	\$17.70	\$0.00	\$5.00	\$3.54	\$26.24	\$0.00
			\$174.00	\$119.60	\$100.00	\$91.84	\$52.46	\$313.38

200

513.38

Clerk's Admin Fee → 50.00

\$ 563.38



SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520

PAYSON AZ 85547

POR TRACT B LYING NEXT TO LOT 47 OF HOUSTON CR
LANDING;SEC 32 T11N R11E;=0.08 AC M/L (OUT OF 302-60-008K &
008Z)

Parcel ID: 302-60-197

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23835	Tax	\$46.54	\$0.00	\$0.00	\$5.58	\$0.00	\$52.12
2009	24070	CP State Iss	\$43.54	\$43.54	\$15.00	\$12.20	\$0.00	\$70.74
2008	24692	CP State Iss	\$47.26	\$47.26	\$15.00	\$20.16	\$0.00	\$82.42
2007	24241	CP State Iss	\$49.44	\$49.44	\$15.00	\$29.66	\$0.00	\$94.10
2006	23958	CP State Iss	\$56.18	\$56.18	\$15.00	\$42.70	\$0.00	\$113.88
2005	23751	CP State Iss	\$57.00	\$57.00	\$15.00	\$52.44	\$0.00	\$124.44
2004	23749	CP State Iss	\$52.96	\$52.96	\$15.00	\$57.20	\$0.00	\$125.16
2003	23713	Tax	\$47.16	\$0.00	\$5.00	\$9.43	\$61.59	\$0.00
2002	23575	Tax	\$47.16	\$0.00	\$5.00	\$9.43	\$61.59	\$0.00
			\$447.24	\$306.38	\$100.00	\$238.80	\$123.18	\$662.86

200

862.86

56.00

912.86

Drainage
po Boxes
clerk's admin fee

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

TRACT B-1 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK
LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; =0.09
(OUT OF 302-60- 198)

Parcel ID: 302-60-198-A

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23836	Tax	\$46.54	\$0.00	\$0.00	\$5.58	\$0.00	\$52.12
2009	24071	CP State Iss	\$43.54	\$43.54	\$15.00	\$12.20	\$0.00	\$70.74
2008	24693	CP State Iss	\$47.26	\$47.26	\$15.00	\$20.16	\$0.00	\$82.42
2007	24242	CP State Iss	\$49.44	\$49.44	\$15.00	\$29.66	\$0.00	\$94.10
2006	23959	CP State Iss	\$60.26	\$60.26	\$15.00	\$45.80	\$0.00	\$121.06
2005	23752	CP State Iss	\$59.86	\$59.86	\$15.00	\$55.08	\$0.00	\$129.94
2004	23750	CP State Iss	\$55.94	\$55.94	\$15.00	\$60.42	\$0.00	\$131.36
			\$362.84	\$316.30	\$90.00	\$228.90	\$0.00	\$681.74

Clerks admin fee

200
881.74
50.00

\$ 931.74

Drainage

PT S 1/2 SECTION 32
T 11 N R 11 E

SEE MAP 302-60 5 of 6

302-60
6 of 6
CODE 1005
UPDATED 5/24/2005

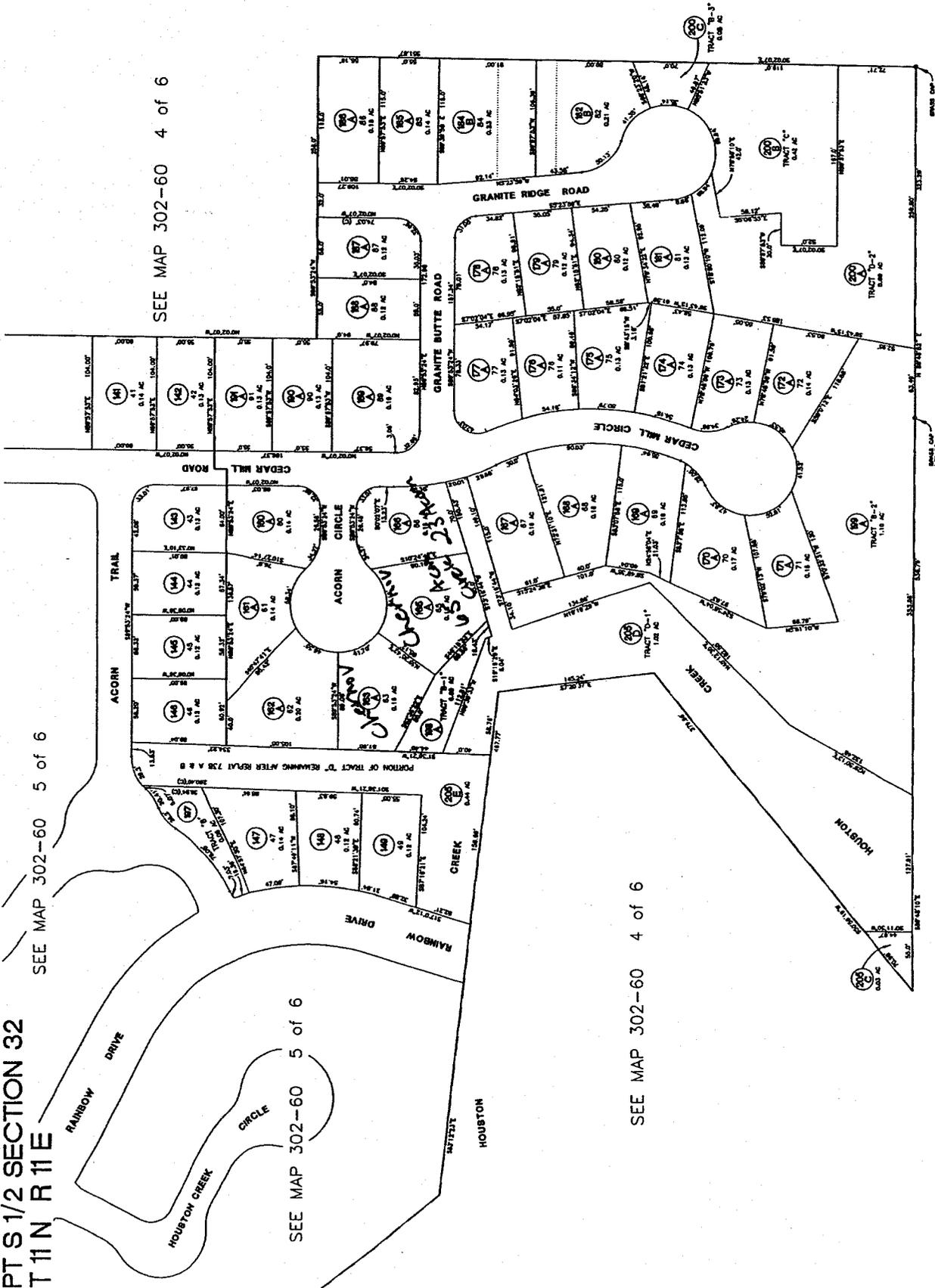
SEE MAP 302-60 4 of 6

SEE MAP 302-60 5 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-59

TONTO NATIONAL FOREST



HOUSTON CREEK LANDING
Gila County Re-recorded Plats 738A & 738B
(From tax parcels 302-60-008K & 008Z)

SEE MAP 304-29

SCALE = 1" = 60'
(C) - CALCULATED
(R) - RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

TRACTB-3OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK
LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; =0.05
(OUT OF 302-60- 200)

PO BOX 520
PAYSON AZ 85547

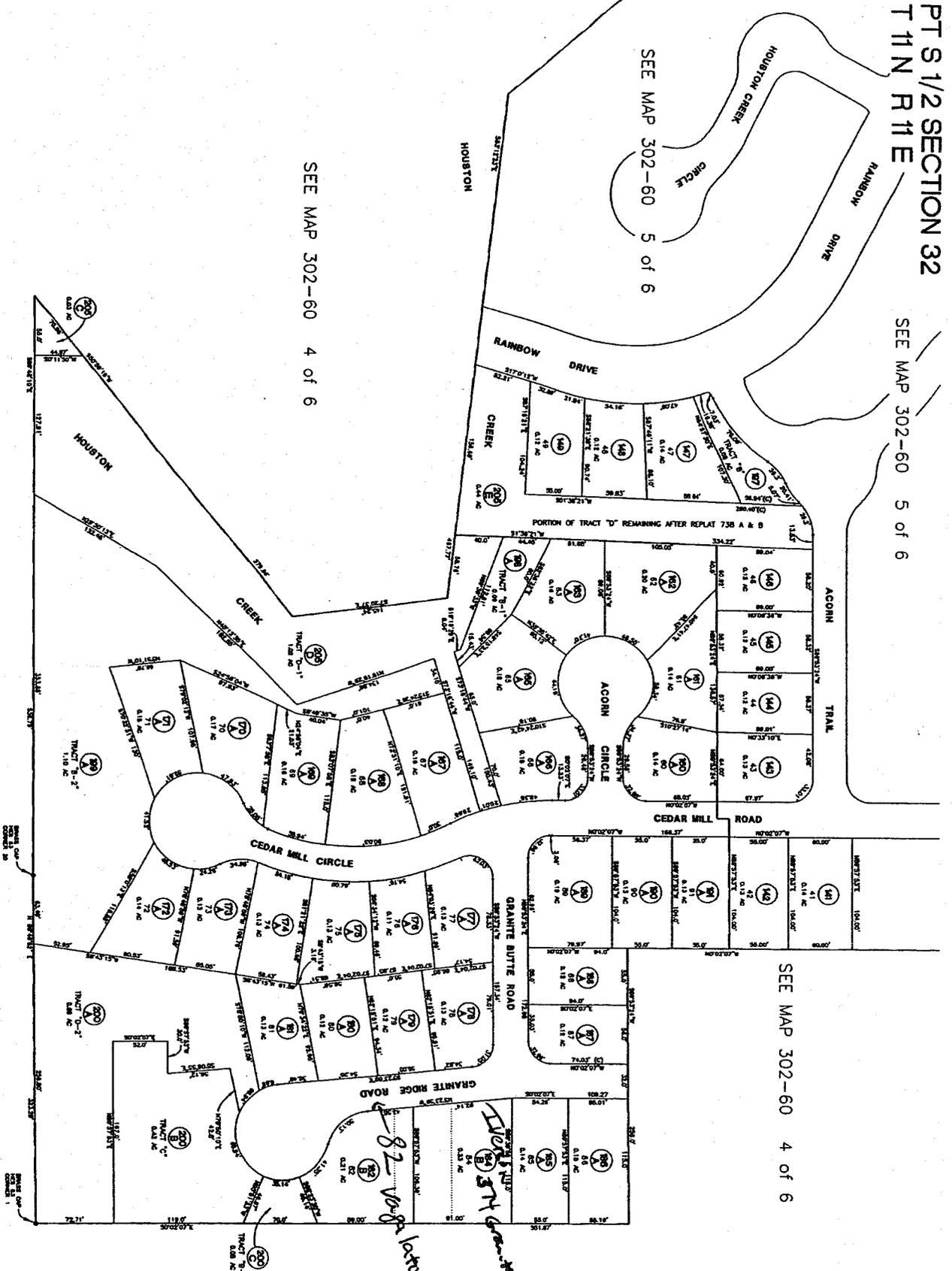
Parcel ID: 302-60-200-C

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23840	Tax	\$31.76	\$0.00	\$0.00	\$3.82	\$0.00	\$35.58
2009	24075	CP State Iss	\$29.74	\$29.74	\$15.00	\$8.32	\$0.00	\$53.06
2008	24697	CP State Iss	\$32.28	\$32.28	\$15.00	\$13.78	\$0.00	\$61.06
2007	24246	CP State Iss	\$33.76	\$33.76	\$15.00	\$20.26	\$0.00	\$69.02
2006	23963	CP State Iss	\$33.50	\$33.50	\$15.00	\$25.46	\$0.00	\$73.96
2005	23756	CP State Iss	\$33.24	\$33.24	\$15.00	\$30.58	\$0.00	\$78.82
2004	23754	CP State Iss	\$27.56	\$27.56	\$15.00	\$29.76	\$0.00	\$72.32
			\$221.84	\$190.08	\$90.00	\$131.98	\$0.00	\$443.82

200
 643.82
 50.00

 693.82
 checks admin fee →



SEE MAP 302-60 4 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-59

TONTO NATIONAL FOREST

HOUSTON CREEK LANDING
Gila County Re-recorded Plats 738A & 738B
(From tax parcels 302-60-008K & 008Z)

SEE MAP 304-29

SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

GILA COUNTY ASSESSOR

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT D LYING NEXT TO LOTS 8-10 HOUSTON CREEK
LANDING; SEC 32 T11N R11E; =0.10 AC M/L (OUT OF 302-60-008K &
008Z)

Parcel ID: 302-60-202

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23842	Tax	\$358.96	\$0.00	\$0.00	\$28.72	\$0.00	\$387.68
2009	24077	CP State Iss	\$309.66	\$309.66	\$25.48	\$74.32	\$0.00	\$409.46
2008	24699	CP State Iss	\$302.40	\$302.40	\$25.12	\$118.94	\$0.00	\$446.46
2007	24248	CP State Iss	\$264.94	\$264.94	\$23.25	\$148.36	\$0.00	\$436.55
2006	23965	CP State Iss	\$70.30	\$70.30	\$15.00	\$53.42	\$0.00	\$138.72
2005	23758	CP State Iss	\$71.28	\$71.28	\$15.00	\$65.58	\$0.00	\$151.86
2004	23756	CP State Iss	\$66.14	\$66.14	\$15.00	\$71.44	\$0.00	\$152.58
2003	23718	Tax	\$59.04	\$0.00	\$5.00	\$11.81	\$75.85	\$0.00
2002	23580	Tax	\$58.96	\$0.00	\$5.00	\$11.79	\$75.75	\$0.00
			\$1,561.68	\$1,084.72	\$128.85	\$584.38	\$151.60	\$2,123.31

200-

2323.31
 → 50.00
 \$ 2373.31

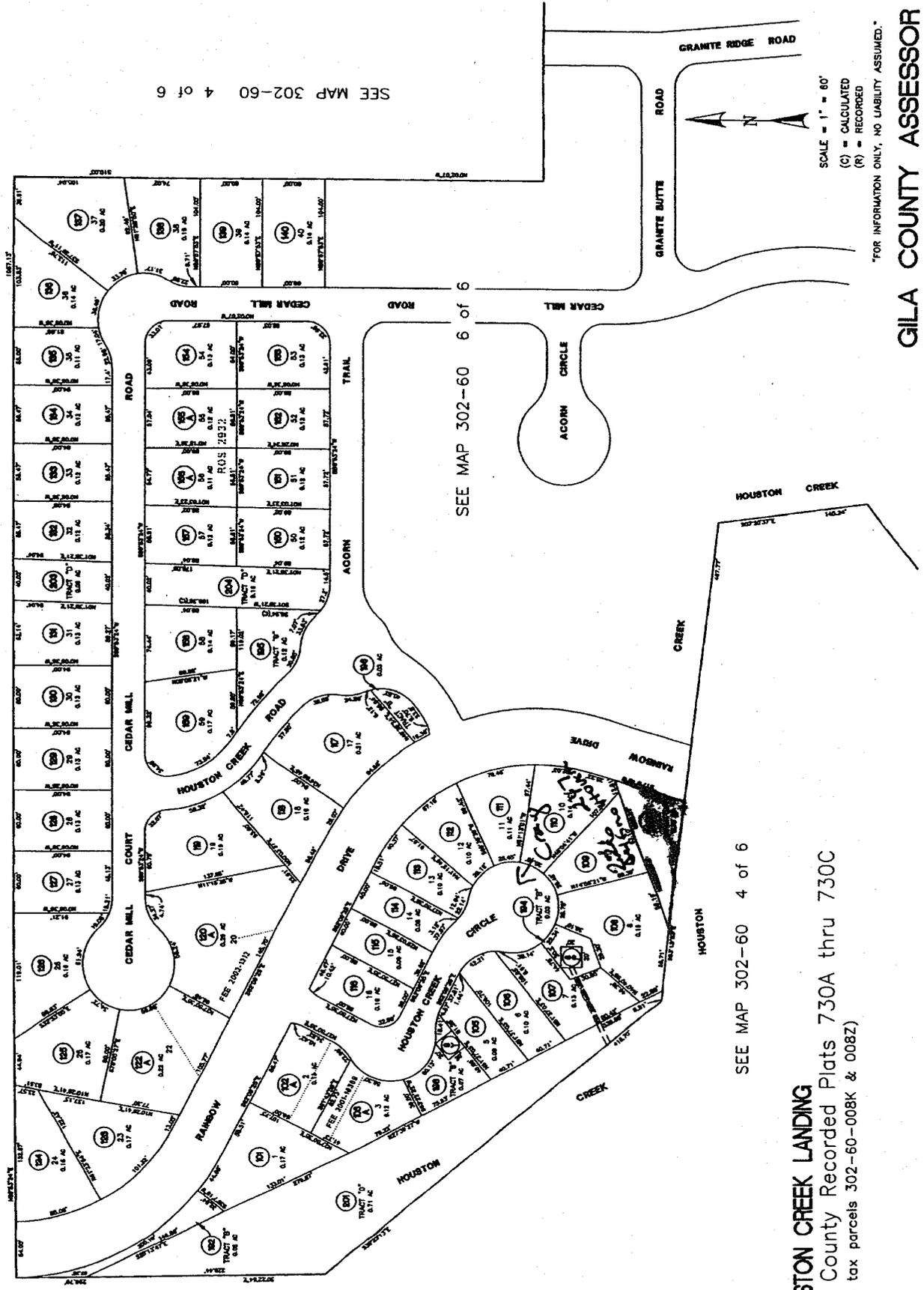
clerk's admin fee

Wash

PTS 1/2 SECTION 32
T 11N R 11E

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 2 of 6



SEE MAP 302-60 3 of 6

SEE MAP 302-60 6 of 6

SEE MAP 302-60 4 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT D LYING BETWEEN LOTS 31 & 32 OF HOUSTON
CREEK LANDING; SEC 32 T11N R11E;=0.09 AC M/L (OUT OF
302-60-008K & Z)

Parcel ID: 302-60-203

Figures below based on 07/05/2011

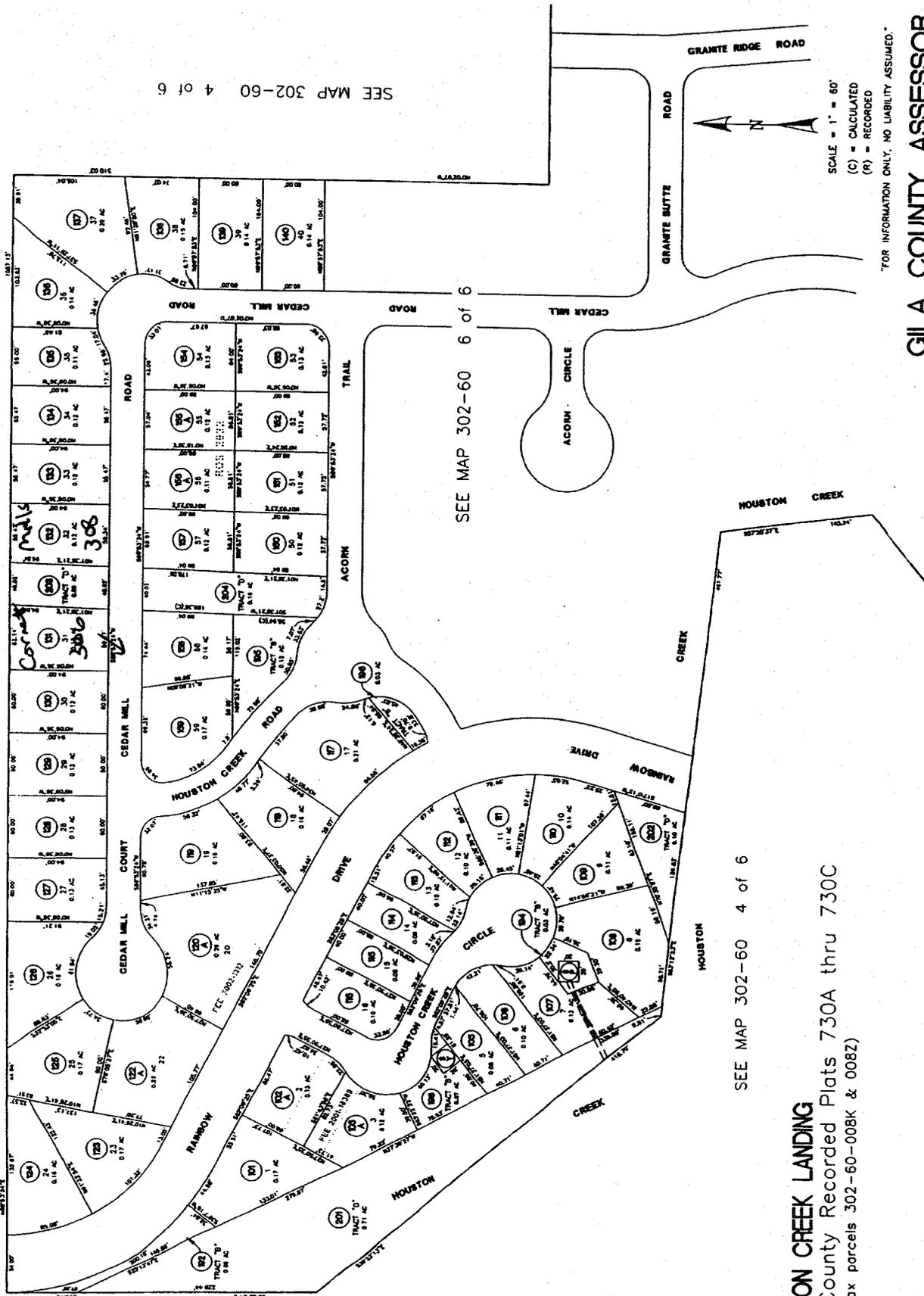
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23843	Tax	\$46.54	\$0.00	\$0.00	\$5.58	\$0.00	\$52.12
2009	24078	CP State Iss	\$43.54	\$43.54	\$15.00	\$12.20	\$0.00	\$70.74
2008	24700	CP State Iss	\$47.26	\$47.26	\$15.00	\$20.16	\$0.00	\$82.42
2007	24249	CP State Iss	\$49.44	\$49.44	\$15.00	\$29.66	\$0.00	\$94.10
2006	23966	CP State Iss	\$63.22	\$63.22	\$15.00	\$48.04	\$0.00	\$126.26
2005	23759	CP State Iss	\$64.16	\$64.16	\$15.00	\$59.02	\$0.00	\$138.18
2004	23757	CP State Iss	\$59.50	\$59.50	\$15.00	\$64.26	\$0.00	\$138.76
2003	23719	Tax	\$53.10	\$0.00	\$5.00	\$10.62	\$68.72	\$0.00
2002	23581	Tax	\$53.10	\$0.00	\$5.00	\$10.62	\$68.72	\$0.00
			\$479.86	\$327.12	\$100.00	\$260.16	\$137.44	\$702.58

200
 902.58
 Clerk's admin fee → 50.00
 \$ 952.58

PTS 1/2 SECTION 32
T 11N R 11E

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 2 of 6



SEE MAP 302-60 3 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-60 6 of 6

SEE MAP 302-60 4 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

SCALE = 1" = 80'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

Hard Copy

Gila County Treasurer

Owner

Tuesday, March 15, 2011

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

POR TRACT D LYING BETWEEN LOTS 67, 58 & 50 & TRACT B OF
HOUSTON CREEK LANDING; SEC 32 T11N R11E; =0.16 AC M/L (OUT
OF 302-60-008K & 008Z)

Parcel ID: 302-60-204

Figures below based on 07/05/2011

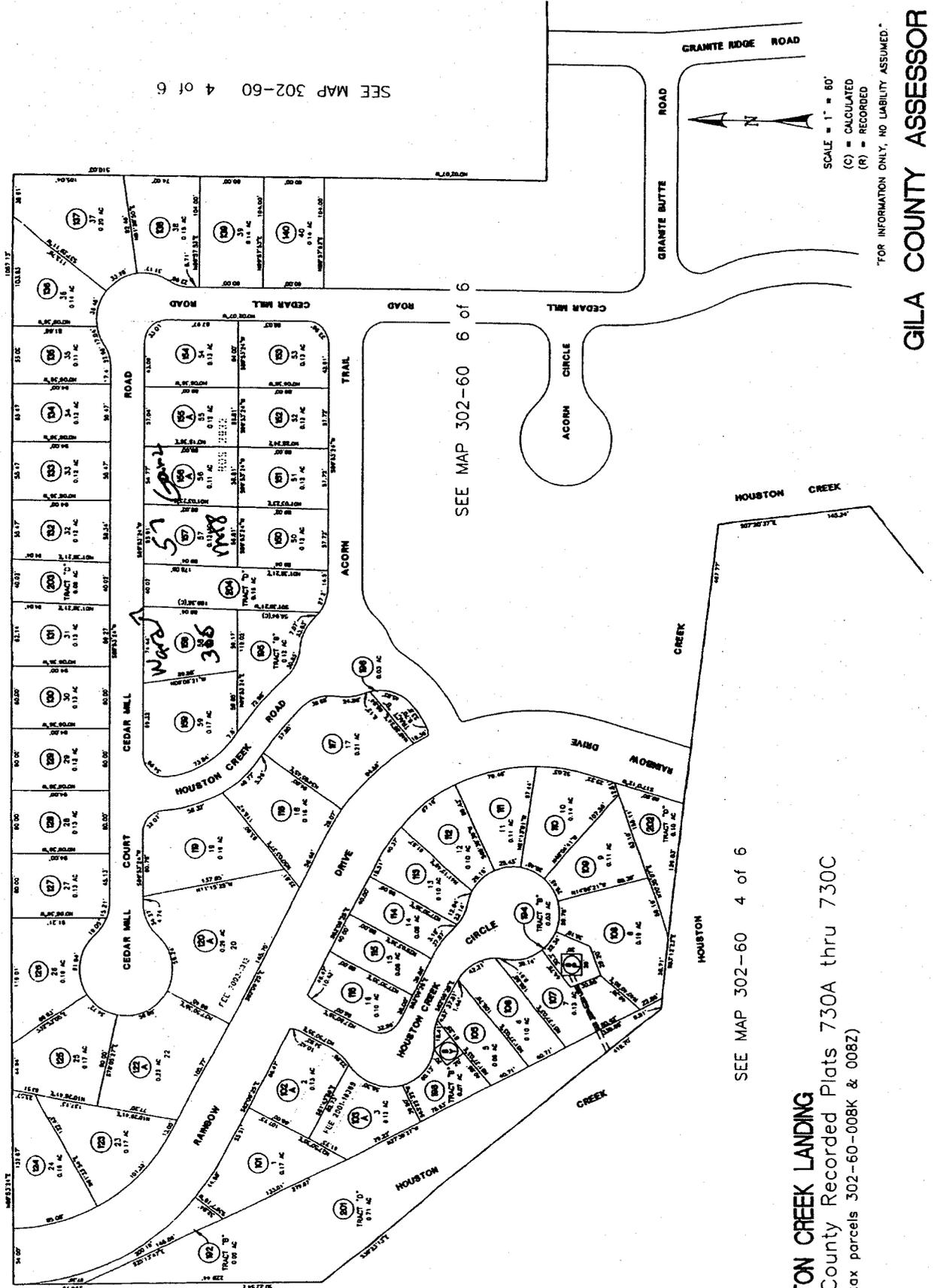
Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23844	Tax	\$504.46	\$0.00	\$0.00	\$40.36	\$0.00	\$544.82
2009	24079	CP State Iss	\$436.28	\$436.28	\$31.81	\$104.71	\$0.00	\$572.80
2008	24701	CP State Iss	\$427.62	\$427.62	\$31.38	\$168.20	\$0.00	\$627.20
2007	24250	CP State Iss	\$377.20	\$377.20	\$28.86	\$211.23	\$0.00	\$617.29
2006	23967	CP State Iss	\$112.48	\$112.48	\$15.62	\$80.98	\$0.00	\$209.08
2005	23760	CP State Iss	\$114.08	\$114.08	\$15.70	\$100.39	\$0.00	\$230.17
2004	23758	CP State Iss	\$105.84	\$105.84	\$15.29	\$110.07	\$0.00	\$231.20
2003	23720	Tax	\$94.42	\$0.00	\$5.00	\$18.88	\$118.30	\$0.00
2002	23582	Tax	\$94.36	\$0.00	\$5.00	\$18.87	\$118.23	\$0.00
			\$2,266.74	\$1,573.50	\$148.66	\$853.69	\$236.53	\$3,032.56

2011
 3232.56
 Clerk's admin fee → 50.00
 \$ 3,282.56

PT S 1/2 SECTION 32
T 11 N R 11 E

302-60
5 of 6
CODE 1005
UPDATED 1-12-06

SEE MAP 302-60 2 of 6



SEE MAP 302-60 3 of 6

SEE MAP 302-60 4 of 6

SEE MAP 302-60 6 of 6

SEE MAP 302-60 4 of 6

HOUSTON CREEK LANDING
Gila County Recorded Plats 730A thru 730C
(From tax parcels 302-60-008K & 008Z)

SCALE = 1" = 80'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

ELK RUN LLC

PO BOX 520
PAYSON AZ 85547

BEG NW COR LOT 46 HOUSTON CREEK LANDING MAP 730A-C;TH
S1D38'21 W 334.22';TH N83D12'23 W 158.69';TH N17D0'12 E 52.21';TH
S87D16'21 E 104.24';TH N1D38'21 E 260.4';TH NLY 29.2' ALG RT
CRV;TH N89D53' 24 E 13.53' POB;S1/2 SEC 32 T11N R11E;=0.44 AC

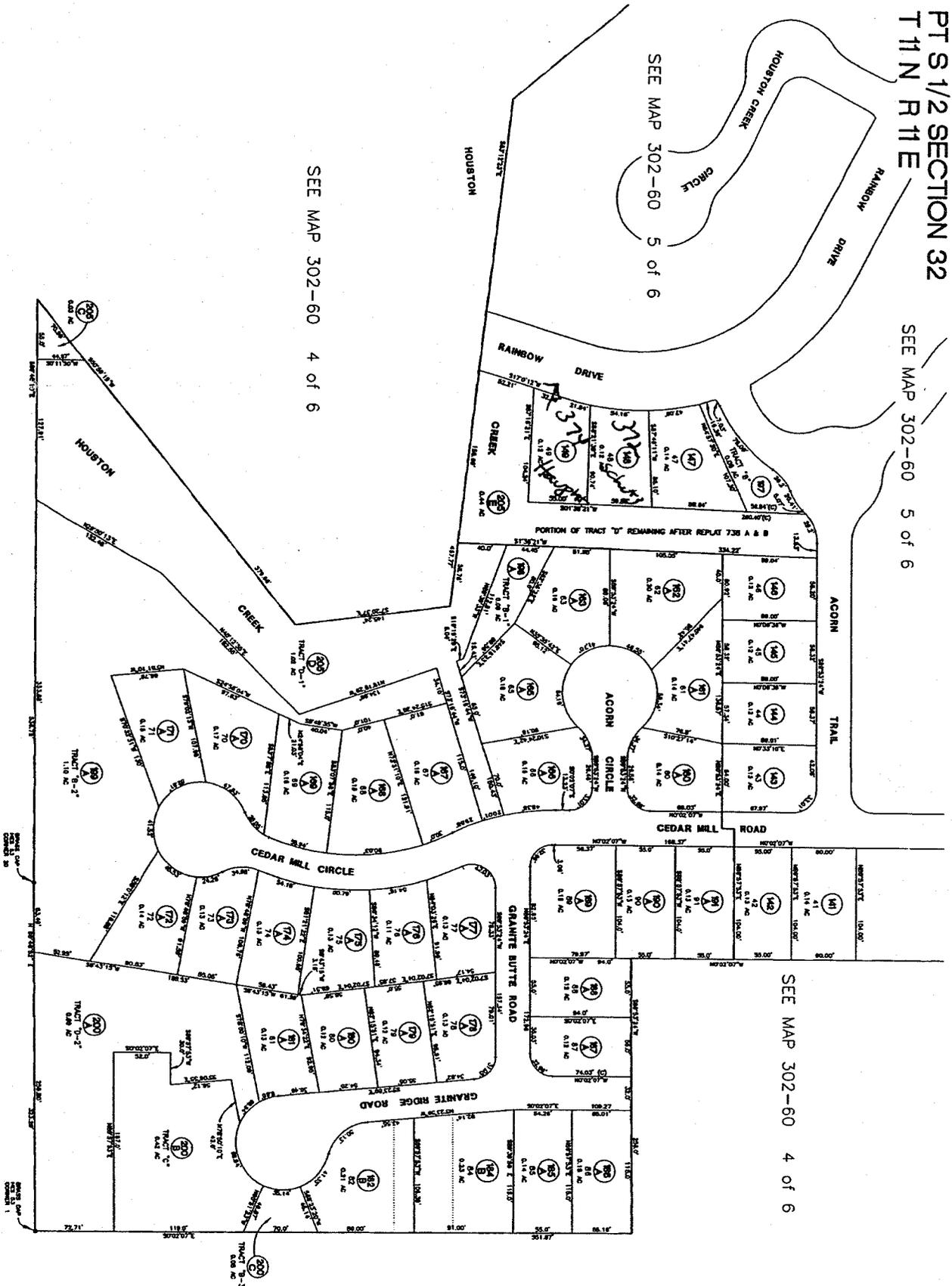
Parcel ID: 302-60-205-E

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	23847	Tax	\$634.28	\$0.00	\$0.00	\$50.75	\$0.00	\$685.03
2009	24082	CP State Iss	\$557.16	\$557.16	\$37.86	\$133.72	\$0.00	\$728.74
2008	24704	CP State Iss	\$558.14	\$558.14	\$37.91	\$219.54	\$0.00	\$815.59
2007	24253	CP State Iss	\$512.64	\$512.64	\$35.63	\$287.08	\$0.00	\$835.35
2006	23970	CP State Iss	\$255.20	\$255.20	\$22.76	\$183.75	\$0.00	\$461.71
2005	23763	CP State Iss	\$253.54	\$253.54	\$22.68	\$223.12	\$0.00	\$499.34
2004	23761	CP State Iss	\$231.96	\$231.96	\$21.60	\$241.24	\$0.00	\$494.80
			\$3,002.92	\$2,368.64	\$178.44	\$1,339.20	\$0.00	\$4,520.56

200
 4720.56
 - 750.00

 \$ 4770.56
 Clerk's admin fee



SEE MAP 302-60 5 of 6

SEE MAP 302-60 4 of 6

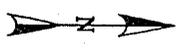
SEE MAP 302-60 4 of 6

SEE MAP 302-59

TONTO NATIONAL FOREST

HOUSTON CREEK LANDING
Gila County Re-recorded Plats 738A & 738B
(From tax parcels 302-60-008K & 008Z)

SEE MAP 304-29



SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

GILA COUNTY ASSESSOR

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

Hard Copy

Tuesday, March 15, 2011

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

CONTINENTAL SERVICE CORPORA

PO BOX 500
PHOENIX AZ 85001

POR NE4 NE4 SEC 11 T10N R10E;COMM NW COR NE4 NE4 SEC 11;TH S0D3' 39 E 335.07' POB;TH S89D48'47 E 54';TH S0D3'39 E 649.15';TH N89D 44'59 W 54';TH N0D6'40 W 649.15' POB;NE4 NE4 SEC 9 T10N R10E;= 0.81 AC M/L (OUT OF 304-01-313F &

Parcel ID: 304-01-314-C

Figures below based on 07/05/2011

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2010	29820	Tax	\$5.00	\$0.00	\$0.00	\$0.60	\$0.00	\$5.60
2009	30272	CP State Iss	\$4.36	\$4.36	\$15.00	\$1.22	\$0.00	\$20.58
2008	30935	CP State Iss	\$5.38	\$5.38	\$15.00	\$1.80	\$0.00	\$22.18
2007	30461	CP State Iss	\$5.70	\$5.70	\$15.00	\$3.42	\$0.00	\$24.12
2006	30168	CP State Iss	\$5.96	\$5.96	\$15.00	\$4.52	\$0.00	\$25.48
2005	29863	CP State Iss	\$6.34	\$6.34	\$15.00	\$5.84	\$0.00	\$27.18
2004	29713	CP State Iss	\$5.78	\$5.78	\$15.00	\$6.24	\$0.00	\$27.02
			\$38.52	\$33.52	\$90.00	\$23.64	\$0.00	\$152.16

200 -
 352.16
 Clerk's Admin Fee → 50.00
 \$402.16

PT NE 1/4 SECTION 11 AND PT SE 1/4 SECTION 2
TION RIOE

304-01
11 of 11
CODE 1050
UPDATED 12-13-05

SEE MAP 304-01 2 of 11

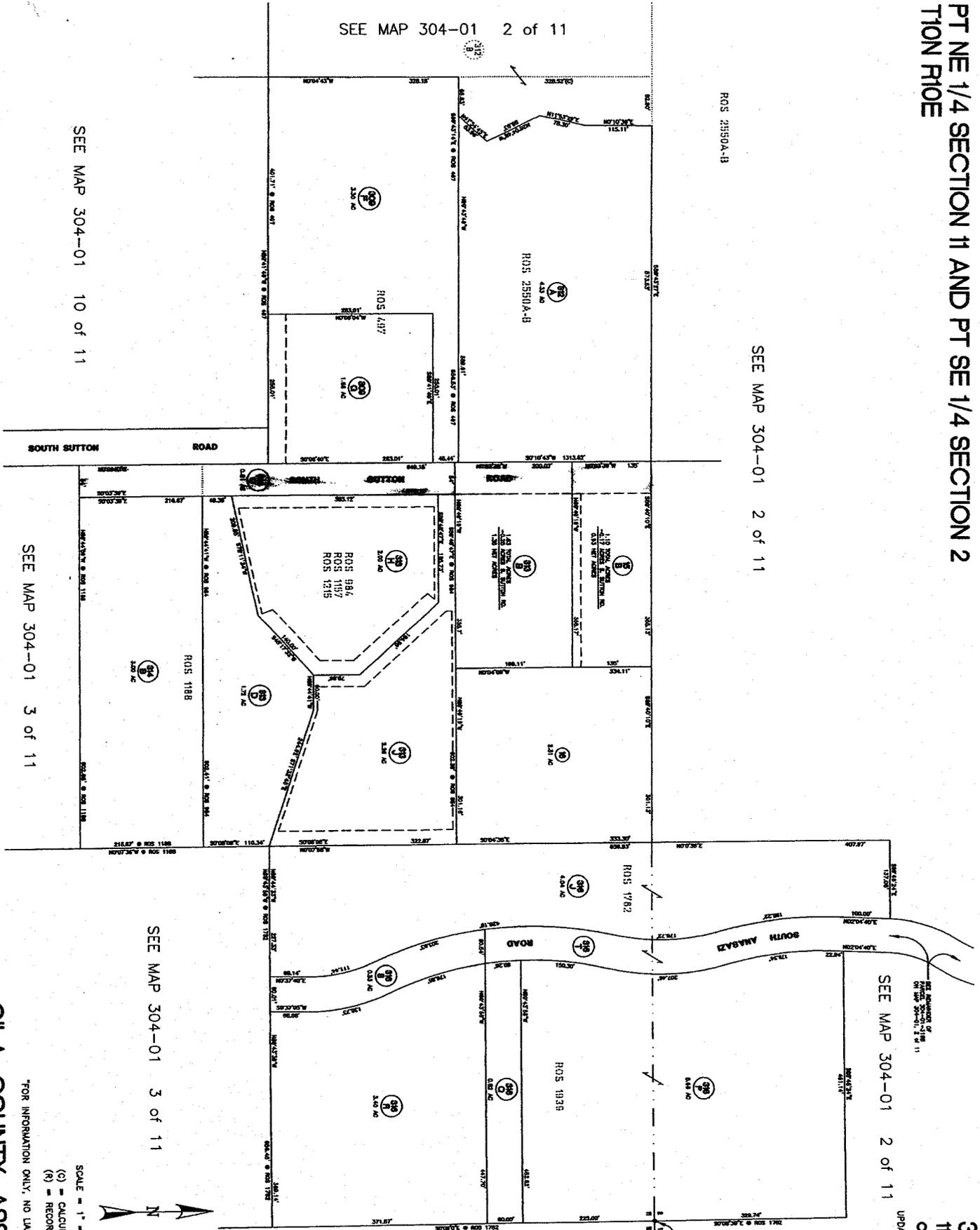
SEE MAP 304-01 2 of 11

SEE MAP 304-01 10 of 11

SEE MAP 304-01 3 of 11

SEE MAP 304-01 3 of 11

SEE MAP 304-01 1 of 11



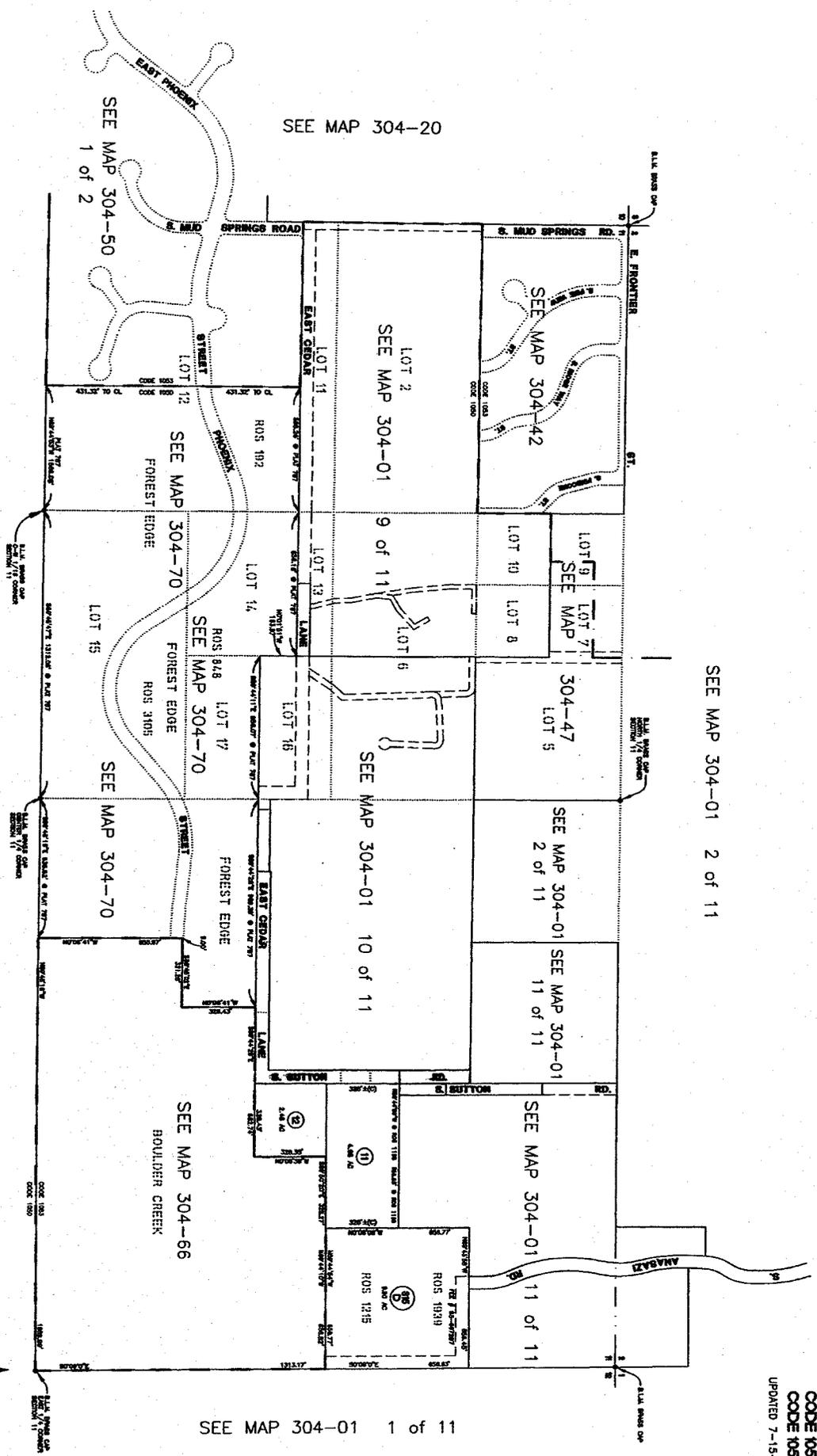
SCALE - 1" = 100'
(C) - CALCULATED
(R) - RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

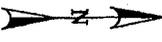
N 1/2 SECTION 11 AND PT SE 1/4 SECTION 2
T10N R10E

304-01
3 of 11
CODE 1050
CODE 1053
UPDATED 7-15-09



SEE MAP 304-01 1 of 11

SEE MAP 304-01 1 of 11



SCALE - 1" = 300'

(C) - CALCULATED
(R) - RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILIA COUNTY ASSESSOR

**GILA COUNTY BOARD OF SUPERVISORS' ANNUAL PROPERTY TAX SALE
Parcels Deeded to the State of Arizona in 2011**

Pursuant to A.R.S. §42-18301 and §42-18302, PUBLIC NOTICE is hereby given that the Board of Supervisors of Gila County, Arizona, may sell to the highest bidder the following described real properties held in the name of the State of Arizona by Treasurer's Deed. The **SUPERVISORS' PROPERTY TAX SALE** will be held on **TUESDAY, NOVEMBER 15, 2011**, in the **SUPERVISORS' AUDITORIUM, 1400 E. ASH STREET, GLOBE, ARIZONA, at 10:00 a.m.** All bids must be submitted in person at the time of the sale. No mail-in bids will be accepted. Per Gila County Resolution number 03-06-07, an amount equal to the total lien amount of the property is the minimum acceptable bid. Only cash, cashier's check or a money order will be accepted. **Payment must be made within 48 hours of the date of the sale.** A \$14 fee will also be charged to record the quit claim deed. The Gila County Board of Supervisors reserves the right to accept or reject any or all bids deemed unreasonable or an unfair price.

Prospective purchasers are advised that: 1) ALL SALES ARE FINAL; 2) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 3) EXAMINE PROPERTY BEFORE BIDDING; 4) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 5) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 6) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 7) NO REFUNDS WILL BE MADE.

PARCEL #	PREVIOUS OWNER	LEGAL DESCRIPTION Additional information is in parenthesis, which is not part of the legal description	LIEN AMOUNT (\$)
101-07-021-A	ESQUIVEL, JOHN & IMELDA	HAYDEN TWNS LOT 8 BLK 2 LESS S 17.5' 235/120 114/489 (658 UTAH AVENUE, HAYDEN. PARCEL IS A VACANT LOT.)	\$2,740.94
101-12-087-A	VALENZUELA REYES S. (ESTATE) C/O HENRY & AURELIA VALENZUELA	WINKELMAN TOWNSITE LOT 5 BLK 13 DKT 138/540 (318 W. 1 ST STREET, WINKELMAN. THIS VACANT LOT MUST SELL WITH PARCEL 101-12-087-B.)	\$850.82
101-12-087-B	VALENZUELA MARIA LUISA C/O HENRY & AURELIA VALENZUELA	WINKELMAN TOWNSITE LOT 6 BLK 13 DKT 138/539 (318 WEST 1 ST STREET, WINKELMAN. THIS VACANT LOT MUST SELL WITH PARCEL 101-12-087-A.)	\$951.04
206-06-060	OCCIDENTAL MINERALS CORPORATION	INSPIRATION TWNS LOT 29 BLK 6 271/296 302/15 322/798 356/921 (THIS PARCEL IS ON A HILLSIDE IN MIAMI NEXT TO A WATER TANK OWNED BY ARIZONA WATER COMPANY.)	\$1,551.12
206-19-502	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY ON 206-19-201. (THIS PARCEL LIES ABOVE 212 S. PROSPECT AVENUE, MIAMI.)	\$1,632.72
206-21-104-A	CAPPS JERALD O. & PATRICIAANN T. C/O MITCH CAPPS	THE N 50FT OF LOT 717 BLK 13 LIVE OAK ADDITION AS MEASURED FROM SOUTH LN OF SMITH STREET OUT OF 206-21-104 (737 W SMITH STREET, MIAMI. HOUSE ON	\$2,348.65

		PARCEL IS CURRENTLY OCCUPIED.)	
206-21-515	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40' LINE OAK ADDITION LOT 718 BLK 10 333/919 356/923 (PARCEL LOCATED BENEATH PARCEL 206-21-076 IN MIAMI.)	\$2,139.83
206-21-518	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 500 FT POR LOT 12 BLK 2 INDIAN HILL ADD BEG AT PNT WH BEARS S 35DEG 38MIN E 7FT FR NELY COR LOT 12; TH S 35DEG 38MIN E 62.43FT; TH S 45 DEG 18MIN E 162.05FT; TH ALG ARC OF CURVE TO RIGHT 61.6FT; TH S 74DEG 17MIN W 105.6FT; TH N 54DEG 02MIN W 76.47FT; TH N 30DEG 55MIN W 182.1FT; TH NELY 125FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-133, WHICH IS THE MIAMI LIBRARY, 282 S. ADONIS AVENUE.)	\$1,623.58
206-21-519	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 500FT HIGH SCHOOL ADD ALL OF BLK 2 (PARCEL LOCATED BENEATH PARCEL 206-21-160, AT 294 S. CEDAR AVENUE, MIAMI.)	\$1,623.58
206-21-520	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E BEG SE COR LOT 402; TH S 48DEG 51MIN W 45.6FT; TH N 48DEG 04MIN W 46.11FT; TH N 39DEG 30MIN E 54.16FT; TH S 38DEG 40MIN E 54.57FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-045-A IN MIAMI.)	\$1,623.58
206-21-521	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT POR LOT 402 BLK 6 LIVE OAK ADD SEC 30 T1N R15E BEG NW COR LOT 402; TH N 62DEG 48MIN E 30.19FT; TH S 43DEG 30MIN E 16.43FT; TH S 48DEG 04MIN E 32.07FT; TH S 39DEG 30MIN W 33.34FT; TH N 41DEG 09MIN W 60.37FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-042-E, 182 S. GLASS CANYON, MIAMI.)	\$1,623.58
206-21-522	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD PT LOT 832 BLK 2 ½ ON 25.5X80 BEG AT THE SE COR OF LOT 832 BLK 2 TH SWLY ALNG THE S END LINE OF LOT 832 & PAR WITH MERRITT ST 25.5FT TH NWLY PAR WITH W SIDELINE OF LOT 832 TH NELY ALNG TH N ENDLINE OF LOT 832 25.5FT TH SELY ALNG THE E LINE OF LOT 832 80FT TO POB (PARCEL LOCATED BENEATH PARCEL 206-21-016, 808 W. MERRITT STREET, MIAMI.)	\$1,620.38

206-21-523	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT LIVE OAK ADD W 24.5FT OF THE S 80FT OF LOT 832 BLK 2 (PARCEL LOCATED BENEATH PARCEL 206-21-017, 812 W. MERRITT STREET, MIAMI.)	\$1,620.38
206-21-524	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS BELOW 40FT BEG NE COR OF LOT 2 OF BLK 4 INDIAN HILL ADD TH N 89DEG 59MIN W ALNG N LINE OF LOT 2 100FT TH SELY 65FT M/L TO SW COR OF LOT 2 TH NELY 106FT TO PT ON NELY ENDLINE OF LOT 4 15FT SELY FR NE COR OF LOT 4 TH NWLY ALNG WLY SIDE OF CEDAR AVE 50FT TO POB (PARCEL LOCATED BENEATH 206-21-140-A, 192 S. CEDAR AVENUE, MIAMI.)	\$1,620.38
206-21-525	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 602 BLK 14 (PARCEL LOCATED BENEATH PARCEL 206-21-109, MIAMI.)	\$1,620.38
206-21-526	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD LOT 718 BLK 4 (PARCEL LOCATED BENEATH PARCEL 206-21-024, 746 W. MERRITT STREET, MIAMI.)	\$1,620.38
206-21-527	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS LIVE OAK ADD W 50FT LOT 600 BLK 14 (PARCEL LOCATED BENEATH PARCEL 206-21-107, 701 W. SMITH STREET, MIAMI)	\$1,620.38
206-22-500	OCCIDENTAL MINERALS CORPORATION	SUBSURFACE RIGHTS ONLY BELOW 500FT IN POR OF SPRR R/W IN NW SE SEC 30 T1N R15E DESC MORE FULLY IN DKT 369/715-716 (PARCEL LOCATED UNDER RAILWAY, MIAMI.)	\$1,462.16
207-08-221	JONES DOROTHY (1/2 INT) JONES E. J. (A/K/A ERNEST SR ESTATE)	SURFACE RIGHTS ONLY TO A DEPTH OF 200' ON CENTRAL HGTS TWNS LOTS 38 39 BLK 21(PARCEL IS VACANT LAND, CENTRAL HEIGHTS.)	\$1,620.22
208-03-154	MCNAIR GEORGE E. (ESTATE OF) C/O WILLIE ROSA COONAN	GLOBE TWNS W PT LOT 17 BLK 81(PARCEL IS HILLSIDE ONLY LOCATED IN GLOBE.)	\$410.36
302-23-109-B	HIGHLANDS AT THE RIM, LLC	POR GOV LOT 4 SEC 35 T11N R10E; COMM SE COR LOT 4; TH N89D32'43 W 619.10' POB; TH N89D32'43 W 30'; TH N0D19'53 E 30'; TH S89D34'38 E 30'; TH S0D27'17 E 30' POB; = 0.02 AC M/L (OUT OF 302-23-014K) (PARCEL IS A LAND LOCKED WELLSITE NEAR GOLF CLUB, PAYSON).	\$1,766.35
302-60-193	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 4 & 5 OF HOUSTON	\$873.38

		CREEK LANDING; SEC 32 T11N R11E; = 0.07 AC M/L (OUT OF 302-60-008K & Z) (PARCEL IS A DRAINAGE AREA IN PAYSON)	
302-60-194	ELK RUN, LLC	POR TRACT B LYING BETWEEN LOTS 7 & 8 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.03 AC M/L (OUT OF 302-60-008K & Z) (PARCEL CONTAINS DRAINAGE, PAYSON)	\$563.38
302-60-195	ELK RUN, LLC	POR TRACT B LYING BELOW LOTS 58 & 59 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.12 AC M/L (OUT OF 302-60-008K & Z) (PARCEL CONTAINS A WASH THRU A PLAY AREA, PAYSON)	\$4,213.77
302-60-196	ELK RUN, LLC	POR TRACT B LYING NEXT TO LOT 47 HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.08 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL CONTAINS A DRAINAGE AREA IN PAYSON)	\$563.38
302-60-197	ELK RUN, LLC	POR TRACT B LYING NEXT TO LOT 47 OF HOUSTON CR LANDING; SEC 32 T11N R11E; = 0.08 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL CONTAINS DRAINAGE & MAILBOXES SIT ON PART OF THIS PARCEL, PAYSON)	\$912.86
302-60-198-A	ELK RUN, LLC	TRACT B-1 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; = 0.09 (OUT OF 302-60-198) (PARCEL CONTAINS A DRAINAGE AREA IN PAYSON)	\$931.74
302-60-200-C	ELK RUN, LLC	TRACT B-3 OF REPLAT OF LOTS 60 THRU 91 OF HOUSTON CREEK LANDING MAP NOS 738A & 738B S1/2 SEC 32 T11N R11E; = 0.05 (OUT OF 302-60-200) (PARCEL IS HILLSIDE IN PAYSON)	\$693.82
302-60-202	ELK RUN, LLC	POR TRACT D LYING NEXT TO LOTS 8-10 HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.10 AC M/L (OUT OF 302-60-008K & 008Z) (PARCEL IN A WASH IN PAYSON)	\$2,373.31
302-60-203	ELK RUN, LLC	POR TRACT D LYING BETWEEN LOTS 31 & 32 OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.09 AC M/L (OUT OF 302-60-008K & Z) (PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	\$952.58
302-60-204	ELK RUN, LLC	POR TRACT D LYING BETWEEN LOTS 67, 58 & 50 & TRACT B OF HOUSTON CREEK LANDING; SEC 32 T11N R11E; = 0.16 AC M/L (OUT OF 302-60-008K & 008Z)	\$3,282.56

		(PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	
302-60-205-E	ELK RUN, LLC	BEG NW COR LOT 46 HOUSTON CREEK LANDING MAP 730A-C; TH S1D38'21 W 334.22'; TH N83D12'23 W 158.69'; TH N 17D0'12 E 52.21'; TH S87D16'21 E 104.24'; TH N1D38'21 E 260.4'; TH NLY 29.2' ALG RT CRV; TH N89D53'24 E 13.53' POB; S1/2 SEC 32 T11N R11E; = 0.44AC (OUT OF 302-60-205B) (PARCEL HAS A WASH RUNNING THROUGH IT, PAYSON)	\$4,770.56
304-01-314-C	CONTINENTAL SERVICE CORPORATION	POR NE4 NE4 SEC 11 T10N R10E; COMM NW COR NE4 NE4 SEC 11; TH S0D3'39 E 335.07' POB; TH S89D48'47 E 54'; TH S0D3'39 E 649.15'; TH N89D 44'59 W 54'; TH N0D6'40 W 649.15' POB; NE4 NE4 SEC 9 T10N R10E; = 0.81 AC M/L (OUT OF 304-01-313F & 314A) PARCEL IS SOUTH SUTTON ROADWAY (PARCEL IS PART OF SOUTH SUTTON ROAD, PAYSON)	\$402.16

To be published in the Arizona Silver Belt on the following dates: **October 26, 2011, November 2, 2011, and November 9, 2011.**

ARF-642

Regular Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Joseph Heatherly, Finance Director
Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Finance Department

Fiscal Year: FY 2011-2012 Budgeted?: No

Contract Dates 6-28-2011 to 6-27-2014 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

Presenter's Name: Joseph Heatherly

Information

Request/Subject

Request to award or reject Request for Proposals No. 033011-1 for Merchant Services in Gila County facilities.

Background Information

The Finance Department submitted a request for proposals to merchant service providers in order for them to provide the County with the cost for their services for credit/debit card transactions options. Proposals were received on May 5, 2011.

Evaluation

Upon receiving proposals from the vendors many additional questions were raised concerning whether the estimated process volumns were valid, how the user could be charged the fee for using the service and which departments would actually be best suited for using this service. An internal task force team was established to address the issues and it's been determined the county requires further evaluations to be completed.

Conclusion

Based on conversation within the task force it's been recommended that the Board of Supervisors reject all proposals submitted and allow for additional review and time to make a new recommendation to the Board in the future.

Recommendation

After extensive review of all submitted proposals, the Finance Director recommends that the Board of Supervisors reject all proposals submitted for Request for Proposals No. 033011-1 for merchant services.

Suggested Motion

Information/Discussion/Action to review all proposals submitted for Request for Proposals No. 033011-1 for merchant services; reject or award to the lowest, responsible and qualified bidder. **(Joseph Heatherly)**

Attachments

Proposal Submitted by First Data

Proposal Submitted by Elavon

List of Vendors Sent Bid Packet

Bid Tab RFP 033011-1

GILA COUNTY

**BID CALL 033011-1
REQUEST FOR PROPOSALS**

MERCHANT SERVICES PROVIDER

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
 NOTICE OF REQUEST FOR SEALED PROPOSALS
 BID NO.: 033011-1 MERCHANT SERVICES PROVIDER**

Notice is hereby given that Gila County is requesting proposals from qualified Merchant Service Providers to provide card payment services to several County departments located in Globe and Payson, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2010

RETURN PROPOSAL TO: GILA COUNTY PROCUREMENT
 1400 EAST ASH STREET
 GLOBE, ARIZONA 85501

MANDATORY PRE-BID MEETING: Not-Applicable

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Group, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.**

Interested Bidders may obtain a copy of this solicitation by calling the Procurement Group at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Amanda Roady, 928-402-4219. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **April 20 and 27, 2011**

Signed: 
 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney

Date: 4/19/11

Signed: 
 for Don E. McDaniel Jr., County Manager

Date: 4/19/11

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation	1
Scope of Services	3-4
Exhibit "A"; Instructions to Bidders	5-7
General Terms and Conditions	8-9
Exhibit "B"; Contract Award Agreement	9-11
Exhibit "C"; Minimum Specifications/Information	12-13
Insurance Provisions.....	14-16
Qualification and Certification Forms.....	17-18
Price Sheet.....	19
Reference List	20
No Collusion Form	21
Subcontracting.....	22
Legal Arizona Workers Act Compliance.....	23
Checklist & Addenda Acknowledgment	24
Offer Page.....	25-26

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Merchant Service Provider. Several departments within the County would like the ability to offer the tax payer the option of using a card payment service.

Departments requesting the service may change depending on the needs of the County. It is possible during the period of this contract that new locations may be added and some locations removed from the schedule. These changes shall result in no penalties to the County.

Department Name	Terminal Location	Number of Terminals	*Average Number Weekly Transactions
Clerk of the Court	Globe	1	300
	Payson	1	175
Community Development (P&Z)	Globe	1	7
	Payson	1	23
Health Department	Globe	1	253
	Payson	1	109
Justice Court	Globe	2	30
	Payson	2	45
	Star Valley	1	30
Rabies Control	Globe	1	98
Recorder's Office	Globe	1	360
Recycling & Landfill Management	Globe	1 (+1 refurbished backup)	54
	Payson	1 (+1 refurbished backup)	33
Treasurer	Globe	1	20
Clerk of the Court	Globe	1	300
	Payson	1	105

*Best estimates and may vary from information provided.

Terminal Machine Features/Specifications: Machines must meet at the least these specifications.

- Verification & processing capabilities for ATM, debit, and check payments
- Touch screen capabilities with graphic LCD display
- Address verification service
- IP capability with dial-up as connectivity back-up
- 32-bit processing (ARM 929T 32-bit CPU core)
- 64MB RAM standard memory
- Integrated check read/imager with separate 32 bit ARM7 CPU
- Supports contactless payment technology
- Supports IP and dial up, with encryption
- Batch history
- Roll printer
- One-touch feature for daily functions
- TeleCheck service

Merchant Service Provider Responsibilities

Payment Gateway

Public shall have the option to make a payment via the internet, equivalent of a physical point of sale terminal.

Security & Delivery

- Provide technology that will protect and remove payment card data from the merchant environment so card numbers are not held in the system after a transaction is processed.
- The system shall a fully secure, managed network providing cost-effective, high speed transaction transport.
- Transactions shall be monitored in real-time.
- System shall be fully Payment Card Industry compliant.
- Shall provide 24/7 Network Support
- Shall provide Risk and Fraud Management
- Provide TeleCheck Electronic Check Acceptance service to prevent check fraud.

Report Ability

- Service shall allow access from any Internet-based PC for the following; analyze transaction detail for all card types, conduct sales audit, manage processing fees, reconcile checking account, protect against losses, view historical information for analysis and manage cash flow.
- Monitor transactions to compare them to transaction history and benchmark them against industry performance to ensure the correct rate applied.
- View daily qualification statistics.

Note: The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Procurement Group, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, April 29, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor 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.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Instructions to Bidders continued....

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 17-18.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued...

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

General Terms & Conditions continued....

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the material or service required. The County will not pay by statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery or service, name and mailing address of Contract.

IRS W-9 Form

In order to receive payment the Contract shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

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 County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Director to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Procurement Group shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide merchant services for Gila County.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.**
 - 1.5.2 **Qualification and Certification Forms (page 17-18)**
 - 1.5.3 **Price Sheet (page 19)**
 - 1.5.4 **References List (page 20)**
 - 1.5.5 **No Collusion Certification (page 21)**
 - 1.5.6 **Intentions Concerning Subcontracting (page 22)**
 - 1.5.7 **Legal Arizona Workers Act Compliance (page 23)**
 - 1.5.8 **Checklist & Addenda Acknowledgment (page 24)**
 - 1.5.9 **Offer Page (pages 25-26)**

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period.
 - 2.1.1 Invoicing: The contractor shall submit invoices to the Bill to address listed on each purchase order document. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor.
 - 2.1.2 A contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges. The County will make every effort to process payment for the purchase within thirty (30) calendar days after receipt of invoice by the Accounts Payable department.

Minimum Specifications continued...

- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years unless terminated or canceled as otherwise provided herein.

SECTION 4.0

4.1 Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – 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
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

Insurance Requirements continued....

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Insurance Requirements continued....

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 Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

REQUEST FOR SEALED PROPOSALS

BID NO. 033011-1

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 0033011-1 Merchant Services Provider

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Swift Payments, LLC
4135 S. Power Rd. Suite 112
Mesa, AZ 85212

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? Yes ✓ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes ✓ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? Yes ✓ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

- a. A brief history of the Contractor.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- f. Gila County reserves the right to request additional information.
- g. List of equipment used in performing the services must accompany proposal.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

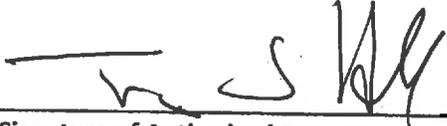
Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: N/A
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals. (If Applicable)



Signature of Authorized Representative

Travis J. Hull
Printed Name

Managing Member
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 033011-1 Merchant Services Provider.

Contractor Name: _____

Phone No.: _____

Each bidder shall attach to this page as part of the proposal pricing all information necessary for costs associated with this request for proposals.

Examples of bidder provided information shall include but not be limited to the following:

Terminal(s)

- Name/Type
- Features
- Cost

Fee(s)

- Basis PTS Above Interchange
- Customer Service
- Authorization Above Interchange
- AVS
- Capture
- TeleCheck Authorization
- Software Updates/Terminal Updates
- Chargeback
- Voice Authorization
- Retrieval
- Resource Online Reporting
- Access Usage
- Misuse of Authorization
- 950 Authorization
- Gateway Authorization
- Debt/ATM Transactions
- Online Reporting



Company Information

Swift Payments, LLC dba: First Data Independent Sales Arizona (FDIS) has been in business for over 2 years now as an exclusive Agent Office of First Data Corporation.

FDIS is the leader in the payment processing industry; processing almost 50% of the transactions here in the US. We are also in over 145 different countries and are privately owned. Some of our customers include McDonalds, Home Depot, and Safeway.

We have years of experience in providing the best level of service and support beyond the sale and we strive to keep a high rating amongst our merchants.

We thank you for the opportunity to earn your business and look forward to a long relationship with you.

Arizona Office reached at 480.588.3722



Price Sheet - Summary of Fees & Terminal Costs

Terminals:

- 18 FD 200 IP with Backup Terminals at \$420.00 each unit plus sales tax
- 2 Back Up Terminals for Land Fills at No Cost

Fees:

- Interchange Plus .30 Basis points
- Customer Service Fee of \$7.00 per Location
- No Authorization Fee Above Interchange
- Address Verification Service (AVS) Transaction Fee of .05 Cents
- Capture Fee \$0.00
- Telecheck ECA Fee Of 1.69% Plus .25 cents per Transaction
- Chargeback Fee of \$30.00 per occurrence
- Voice Authorization Fee of .75 cents per Occurrence
- Retrieval Fee of \$7.50 per Occurrence
- Resource Online Reporting at No Charge
- Access Usage from Visa, MC, & Discover at 0.0269
- Misuse of Authorization Fee of .045 cents if applicable
- 950 Authorization Fee at No Cost
- First Data Global Gateway Fee of \$15.00 per month
- Debit/ATM Transaction Fee: N/A
- Online Reporting at No Charge

Arizona Office reached at 480.588.5722

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company: GN Development + Management, LLC
Contact: Sean Schoepflin
Phone: 520-990-6855
Address: 4149 N. Via Villas Tucson, AZ 85719
Job Description: 16 locations specializing in retail

2. Company: Whitehall Management
Contact: Mary Jackson
Phone: 480-860-5760
Address: 9815 N. 95th St. Scottsdale, AZ
Job Description: manages multiple dental + doctors offices

3. Company: Integra Management
Contact: Jaime Johnson
Phone: 480-759-4202
Address: 3961 E. Chandler Blvd. Phoenix, AZ 85048
Job Description: owner of 7 dental locations

Swift Payments, LLC
Name of Business
[Signature]
Signature of Authorized Representative
Managing Member
Title

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA

COUNTY OF:

)
)ss
)

Travis Hull

(Affiant)

the

Managing Member

(Title)

of

Swift Payments, LLC

(Contractor)

and

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.



[Handwritten Signature]

(Signature)

Managing Member

(Title)

Subscribed and sworn before me this

4th Day of May, 2011

Amy B Hernandez
Signature of Notary Public in and for

the County of Maricopa

State of Arizona

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on BID NO. 033011 Merchant Services Provider, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Travis J. Hull

Printed Name

Managing Member

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative

Travis J. Hull

Printed Name

Managing Member

Title

REQUEST FOR SEALED PROPOSALS

Bid No. 033011-1

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION AFFIDAVIT
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>MS</u>	_____	_____	_____	_____
Date	<u>5-4-11</u>	_____	_____	_____	_____

Signed and dated this 4th day of May, 2011

Swift Payments, LLC
Contractor:
Tre S. [Signature]
By:

Each proposal shall be sealed in an envelope addressed to the Procurement Group bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 0330110-1 Merchant Services Provider. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 5, 2011, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document. Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 033011-1 Merchant Services Provider

Contractor Submitting Proposal:

For clarification of this offer, contact:

Swift Payments, LLC
Company Name

Name: Michael Hernandez

4135 S. Power Rd. Ste. 112
Address

Phone No.: 480-588-3722

Mesa, AZ 85212
City State Zip

Fax 480-240-5303

Email: Michael.hernandez@fdis-arizona.com


Signature of Authorized Person to Sign

Travis J. Hull
Printed Name

Managing Member
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Swift Payments, LLC (First Data) is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 033011-1.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this 20th day of July, 2011

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Joseph T. Heatherly
Finance Director
jheatherly@co.gila.az.us
(928)402-8743



Gloria Aguirre
Assistant Finance Director
gaguirre@co.gila.az.us
(928)402-8742

**GILA COUNTY
FINANCE DEPARTMENT**

ADDENDUM #1

**Bid No. 033011-1
Merchant Services Provider**

April 29, 2011

- **Page 1 of Bid Packet:**
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, ~~2010~~

Amended to:
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2011

- **Page 7, paragraph 4, line 3 of Bid Packet:**
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, ~~2010~~", and time "11:00 AM"

Amended to:
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2011", and time "11:00 AM"

GILA COUNTY

**BID CALL 033011-1
REQUEST FOR PROPOSALS**

MERCHANT SERVICES PROVIDER

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
 NOTICE OF REQUEST FOR SEALED PROPOSALS
 BID NO.: 033011-1 MERCHANT SERVICES PROVIDER**

Notice is hereby given that Gila County is requesting proposals from qualified Merchant Service Providers to provide card payment services to several County departments located in Globe and Payson, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2010

RETURN PROPOSAL TO: GILA COUNTY PROCUREMENT
 1400 EAST ASH STREET
 GLOBE, ARIZONA 85501

MANDATORY PRE-BID MEETING: Not-Applicable

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Group, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.**

Interested Bidders may obtain a copy of this solicitation by calling the Procurement Group at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

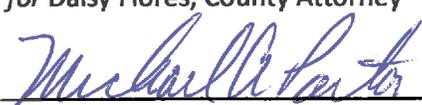
Questions regarding the technical aspects of this Request for Proposals shall be directed to: Amanda Roady, 928-402-4219. Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Valrie Bejarano, 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **April 20 and 27, 2011**

Signed: 
 Bryan B. Chambers, Chief Deputy County Attorney
 for Daisy Flores, County Attorney

Date: 4/19/11

Signed: 
 for Don E. McDaniel Jr., County Manager

Date: 4/19/11

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation	1
Scope of Services	3-4
Exhibit "A"; Instructions to Bidders	5-7
General Terms and Conditions	8-9
Exhibit "B"; Contract Award Agreement	9-11
Exhibit "C"; Minimum Specifications/Information	12-13
Insurance Provisions.....	14-16
Qualification and Certification Forms.....	17-18
Price Sheet	19
Reference List	20
No Collusion Form	21
Subcontracting.....	22
Legal Arizona Workers Act Compliance.....	23
Checklist & Addenda Acknowledgment	24
Offer Page	25-26

**REQUEST FOR SEALED PROPOSALS
 BID NO. 033011-1**

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Merchant Service Provider. Several departments within the County would like the ability to offer the tax payer the option of using a card payment service.

Departments requesting the service may change depending on the needs of the County. It is possible during the period of this contract that new locations may be added and some locations removed from the schedule. These changes shall result in no penalties to the County.

Department Name	Terminal Location	Number of Terminals	*Average Number Weekly Transactions
Clerk of the Court	Globe	1	300
	Payson	1	175
Community Development (P&Z)	Globe	1	7
	Payson	1	23
Health Department	Globe	1	253
	Payson	1	109
Justice Court	Globe	2	30
	Payson	2	45
	Star Valley	1	30
Rabies Control	Globe	1	98
Recorder's Office	Globe	1	360
Recycling & Landfill Management	Globe	1 (+1 refurbished backup)	54
	Payson	1 (+1 refurbished backup)	33
Treasurer	Globe	1	20
Clerk of the Court	Globe	1	300
	Payson	1	105

*Best estimates and may vary from information provided.

Terminal Machine Features/Specifications: Machines must meet at the least these specifications.

- Verification & processing capabilities for ATM, debit, and check payments
- Touch screen capabilities with graphic LCD display
- Address verification service
- IP capability with dial-up as connectivity back-up
- 32-bit processing (ARM 929T 32-bit CPU core)
- 64MB RAM standard memory
- Integrated check read/imager with separate 32 bit ARM7 CPU
- Supports contactless payment technology
- Supports IP and dial up, with encryption
- Batch history
- Roll printer
- One-touch feature for daily functions
- TeleCheck service

Merchant Service Provider Responsibilities

Payment Gateway

Public shall have the option to make a payment via the internet, equivalent of a physical point of sale terminal.

Security & Delivery

- Provide technology that will protect and remove payment card data from the merchant environment so card numbers are not held in the system after a transaction is processed.
- The system shall a fully secure, managed network providing cost-effective, high speed transaction transport.
- Transactions shall be monitored in real-time.
- System shall be fully Payment Card Industry compliant.
- Shall provide 24/7 Network Support
- Shall provide Risk and Fraud Management
- Provide TeleCheck Electronic Check Acceptance service to prevent check fraud.

Report Ability

- Service shall allow access from any Internet-based PC for the following; analyze transaction detail for all card types, conduct sales audit, manage processing fees, reconcile checking account, protect against losses, view historical information for analysis and manage cash flow.
- Monitor transactions to compare them to transaction history and benchmark them against industry performance to ensure the correct rate applied.
- View daily qualification statistics.

Note: The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Procurement Group, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- Completion of the Bidder Checklist & Addenda Acknowledgment form, page 24.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, April 29, 2010 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor 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.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Instructions to Bidders continued....

- C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2010", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 25, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 17-18.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued...

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

General Terms & Conditions continued...

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the material or service required. The County will not pay by statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery or service, name and mailing address of Contract.

IRS W-9 Form

In order to receive payment the Contract shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

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 County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Director to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Procurement Group shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide merchant services for Gila County.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.5.2 Qualification and Certification Forms (page 17-18)
 - 1.5.3 Price Sheet (page 19)
 - 1.5.4 References List (page 20)
 - 1.5.5 No Collusion Certification (page 21)
 - 1.5.6 Intentions Concerning Subcontracting (page 22)
 - 1.5.7 Legal Arizona Workers Act Compliance (page 23)
 - 1.5.8 Checklist & Addenda Acknowledgment (page 24)
 - 1.5.9 Offer Page (pages 25-26)

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period.
 - 2.1.1 Invoicing: The contractor shall submit invoices to the Bill to address listed on each purchase order document. Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor.
 - 2.1.2 A contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges. The County will make every effort to process payment for the purchase within thirty (30) calendar days after receipt of invoice by the Accounts Payable department.

Minimum Specifications continued....

- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of three (3) years unless terminated or canceled as otherwise provided herein.

SECTION 4.0

4.1 Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor shall furnish Certificate(s) of Insurance to the County within five (5) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – 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
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Insurance Requirements continued....

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Insurance Requirements continued....

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 Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 0033011-1 Merchant Services Provider

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Artie Shetty
9502 W. Van Buren St, Tolleson, AZ - 85353
(623) 265 3337

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
 - f. Gila County reserves the right to request additional information.
 - g. List of equipment used in performing the services must accompany proposal.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: _____
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals. (If Applicable)

Artie Shetty
Signature of Authorized Representative

Artie Shetty
Printed Name

Account Executive
Title

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 033011-1 Merchant Services Provider.

Contractor Name: Artie Shetty / Elavon Phone No.: 623 255 3337

Each bidder shall attach to this page as part of the proposal pricing all information necessary for costs associated with this request for proposals.

Examples of bidder provided information shall include but not be limited to the following:

Terminal(s)

- Name/Type
- Features
- Cost

Fee(s)

- Basis PTS Above Interchange
- Customer Service
- Authorization Above Interchange
- AVS
- Capture
- TeleCheck Authorization
- Software Updates/Terminal Updates
- Chargeback
- Voice Authorization
- Retrieval
- Resource Online Reporting
- Access Usage
- Misuse of Authorization
- 950 Authorization
- Gateway Authorization
- Debt/ATM Transactions
- Online Reporting

ELAVON
9502 W. Van Buren St.
Tolleson, AZ 85353
(623) 255-3337

PROPOSAL PREPARED FOR: **Gila County**

BASED ON:

Average annual volume \$unknown
Average ticket \$unknown

DEPOSITS:

Electronic capture of daily drafts transmitted nightly for credit. VISA / MasterCard are credited within 2-3 business days.

DISCOUNT RATE:

The rate for Visa/MasterCard transactions for credit cards would be:
Interchange pass thru fees and assessments + 0.25% + \$0.20 per authorization (Elavon fee).

EQUIPMENT:

	<u>PURCHASE</u>	<u>LEASE</u>
Hypercom T4210 w/ integrated printer	\$599 + tax	\$39/mo. – 48 mos.
	<u>-OR-</u>	
Virtual Merchant (internet based)	\$399 + tax (one-time fee)	\$29/mo – 48 mos.

MISCELLANEOUS FEES:

Application Fee	\$50.00 (one-time, normally \$100.00, per department)
Monthly Statement Fee	\$5.00
Monthly Minimum Discount	\$25.00 (if applicable)
Chargeback Fee	\$25.00 (If applicable)
Annual PCI Compliance Fee	\$55 or \$175 – charged on 6 mo. anniversary date, annual certification required
Early Cancellation Fee	\$295.00 (If cancelled within the first 12 months)
	\$195 (13 th month – 36 th month)

Rates/fees/pricing are subject to change based on "Visa, MasterCard, and as applicable Discover, American Express, debit and 3rd party networks implement increases and changes"

All rates and fees quoted are pending credit approval. This proposal is good for 30 days from date of proposal.

PREPARED BY:

Artie Shetty
Elavon
May 2, 2011



Payment Processing Solutions

End-to-End Solutions to Meet Your Specific Needs.

Payment Solutions from a Trusted Partner

Your business is unique, and so are its challenges. In today's competitive marketplace, you must balance good customer service with efficient cash management and risk control. You're in good company with Elavon; we support more than one million small business merchants worldwide. So no matter your business – retail, restaurant, health care, service, mail order, e-commerce – we have the solutions you need to optimize your payment processing.

Positive Cash Flow

You can't afford to limit customer payment options or delay access to funding. From credit and debit card processing to our unique Electronic Check Service, we make it possible for you to access your funds within 24 – 48 hours. And our Electronic Gift Card solution helps generate new business and keeps loyal customers coming back. Whatever your business needs, Elavon delivers the right tools to get the job done.

Credit & Debit Card Payments

Elavon's end-to-end processing network is one-of-a-kind in the industry. Our payment processing solutions help you improve cash flow, minimize your collections risk, and better serve your customers, all while meeting stringent security standards to protect cardholder data.

Elavon provides authorization, settlement, funding, and support, giving you one point of contact for all your Visa®, MasterCard®, American Express®, Discover® Network, JCB, China UnionPay and Diner's Club International® credit and debit card transactions. In addition, we process the following over our network:

- PIN debit
- Electronic Benefits Transfer (EBT)
- Corporate purchasing cards
- Fleet cards



Choose Elavon Today

One Source for Payment Processing

Elavon is responsible for front-end authorizations, back-end settlement, and all customer support functions. You have one source for all of your payment processing needs.

Flexible Payment Options

You can count on Elavon to deliver value-added processing services like corporate purchasing cards, PIN-based debit, fleet cards, electronic gift cards, and electronic check conversion.

Superior Customer Service

Get the support you need 24/7, online or from an experienced professional in our customer support center.

You're in Good Company

Elavon processes over a billion transactions annually for more than one million merchants worldwide.

If You Have A Payment Processing Need,
We Have the Solution.



One Source for Payment Processing

Value-Added Solutions

Electronic Check Service

With Elavon, accepting checks has never been so convenient and cost-effective. ECS converts all paper checks – consumer and business – into safe, efficient electronic transactions that are processed with the speed and ease of credit card transactions. Gone are manual check reconciliations, time-consuming trips to the bank, and the hassles of check collections.

Electronic Gift & Pre-paid Cards

Electronic gift cards increase revenue and attract new customers. They also reduce the fraud and labor associated with paper gift certificates. Our program allows you to select the card design and processing features tailored to your business needs.

Point-Of-Sale Solutions

Elavon understands the way you accept payments varies greatly depending on your business and point-of-sale (POS) configuration. That's why we offer a wide variety of processing solutions to meet the needs of all environments, from bricks-and-mortar to mail-order/telephone-order and e-commerce. Whatever your business needs, count on Elavon to deliver.

Payment Terminals

Stay in compliance with the latest cardholder security standards with Elavon's broad range of dial, Internet-enabled and wireless terminals and peripherals.

Software & Internet Products

Turn any PC with an Internet connection into a powerful processing solution for face-to-face and card-not-present transactions with a choice of secure hosted and distributed software solutions.

VAR Interface Solutions

Integrate processing with our POS platform with solutions from hundreds of value-added resellers and software providers.

Reporting Solutions

Online Reporting & Support Tools

MerchantConnect basic is our free online reporting tool that allows you to securely monitor your account from any Web browser at any time of day. With MerchantConnect, you can display recent deposits, view chargebacks and retrieval requests, access customer support, and more. You also have free access to ScoreBoard, a tool designed for small business owners that provides data tracking of key business metrics for up to 36 months, including analysis of volume, payment type, average ticket and transaction count.

Support/Operations

Risk Management & Fraud Control

Elavon's network has built-in fraud monitoring and control features to protect your business and your customers' card data. A robust set of risk management and fraud prevention tools are provided.

PCI Compliance Program

Elavon's PCI Compliance Program takes a comprehensive approach to help your business securely manage cardholder data and ensure compliance, while protecting your reputation and your bottom line. Elavon's program is focused on three key areas:

- Education – materials and information to help you understand PCI-DSS compliance
- Validation – tools to help you validate and demonstrate compliance and protect your business
- Financial Protection – programs to mitigate your financial exposure should a breach occur

Customer Service & Voice Authorization

Customer support is there whenever you need it. A dedicated and well-trained staff of service professionals operates a 24/7 call center for voice authorization and client assistance.

References:

In our efforts to protect client confidentiality, we will be glad to provide references upon our selection as a finalist. We would extend to you, as our client, the same consideration.

Legal Notice:

Elavon agrees to the terms, conditions and specifications of the merchant services portion of the RFP provided that the parties also execute Elavon's Payment Device Processing Agreement and applicable schedules, copies of which are submitted herewith (the "Agreement"). The Payment Networks require that Elavon enter into agreements with its merchants containing specific provisions mandated by the Payment Network Regulations, which provisions are not included in the RFP. Therefore, in the event that Elavon is the successful bidder, Elavon will require that the parties include the terms of the Agreement, in substantially the same form as submitted herewith, in the final contract and will, in good faith, work and negotiate with the requestor toward a resolution of all conflicting items. Further, Elavon's bid is subject to the requestor's ability to meet Elavon's underwriting requirements.

In certain instances Elavon may, through its various sales channels, submit more than one response to this RFP. While Elavon's exceptions to the legal terms and conditions of the RFP may be similar, the remainder of the bid and pricing issues will differ due to the independent responses prepared by each sales channel.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Job Description: _____

Name of Business

Signature of Authorized Representative

Title

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
COUNTY OF: Maricopa)^{SS}
Artie Shetty

(Affiant)
the Acct. Exec. _____

(Title)
of Elavon _____ and

(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

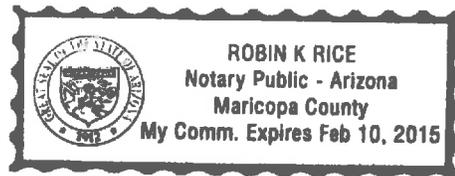
Artie Shetty

(Signature)
Acct. Exec.

(Title)

Subscribed and sworn before me this
20th Day of May, 2011
Robin K Rice

Signature of Notary Public in and for
the County of Maricopa
State of Arizona



REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 033011 Merchant Services Provider**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and Arizona ROC. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES, it is my intention to subcontract a portion of the work.
- NO, it is not my intention to subcontract a portion of the work.

Arun Shetty

Signature of Authorized Representative

Arun Shetty

Printed Name

Acct. EXEC.

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Aurice Shetty

Signature of Authorized Representative

Aurice Shetty

Printed Name

Acct Exec.

Title

REQUEST FOR SEALED PROPOSALS
Bid No. 033011-1

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION AFFIDAVIT	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Procurement Group bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 0330110-1 Merchant Services Provider. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before May 5, 2011, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document. Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 033011-1 Merchant Services Provider

Contractor Submitting Proposal:

For clarification of this offer, contact:

Elavon
Company Name
9502 W. Van Buren St.
Address
Tolleson, AZ. 85339
City State Zip

Name: Artie Shetty
Phone No.: 623 255 3337
Fax 623 907 4712
Email: artie.shetty@elavon.com

Artie Shetty
Signature of Authorized Person to Sign
Artie Shetty
Printed Name
Acct. Exec -
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and Sudan and are in compliance with the Export Administration Act and not on the Excluded Parties List.

REQUEST FOR SEALED PROPOSALS
BID NO. 033011-1

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 030410-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 033011-1.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Joseph T. Heatherly
Finance Director
jheatherly@co.gila.az.us
(928)402-8743



Gloria Aguirre
Assistant Finance Director
gaguirre@co.gila.az.us
(928)402-8742

**GILA COUNTY
FINANCE DEPARTMENT**

ADDENDUM #1

**Bid No. 033011-1
Merchant Services Provider**

April 29, 2011

- **Page 1 of Bid Packet:**
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, ~~2010~~

Amended to:
SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Thursday, May 5, 2011

- **Page 7, paragraph 4, line 3 of Bid Packet:**
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, ~~2010~~", and time "11:00 AM"

Amended to:
"MERCHANT SERVICES PROVIDER", Bid No., "033011-1", Date "May 5, 2011", and time "11:00 AM"

GILA COUNTY



BID TRACKING FORM

BID Title: Merchant Services Provider

BID No.: 033011-1

Due Date: May 12, 2011

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Bank of the West	101 S. Broad St. Globe	402-9245	lorraine.remos@bankofthewest.com Lorraine Remos	4/20		4/29
First Data			tony.valenzuela@fdis.com Tony Valenzuela	4/20		"
F.I.S.	113 Bee Bond Ln #A250 Franklin, TN 37067	615-665-6715	andrea.brumley@fisglobal.com Andrea Brumley	4/21		4
Vital Check - LexusNexis		800-669-8313 #6853	ktalongo@vitalcheck.com Kelly Tralongo	4/22		"
Morgan Chase	201 N. Central Ave Phoenix 85004	602-221-1036	elisa.piercey@chasepaymentech.com Elisa Piercey	4/22		"
Wells Fargo		303-863-6774	denise.m.rouse@wellsfargo.com Denise Rouse	4/29		"
Gila Corp - MSB		512-323-4303	allan.bernstein@gilacorp.com Allan Bernstein	4/29		"
Paymentus		888-476-8910 #224	mjakoujein@paymentus.com Michael Jakoujein	4/29		"

RFP 033011-1 MERCHANT SERVICES PROVIDER

	FIRST DATA	ELAVON
TERMINAL INFORMATION	\$420.00 18 FD 200 IP (2 backups for landfill at no cost)	\$599.00+ tax Hypercom T4210 (w/ integrated printer)
INTERCHANGE BASIS POINTS	0.30	0.25
CUSTOMER SERVICE FEE	\$7.00 per location	unknown
APPLICATION FEE	0	\$50.00 one-time
MONTHLY STATEMENT FEE	0	\$5.00
VOICE AUTHORIZATION FEE	\$0.75 per occurrence	unknown
CHARGEBACK FEE	\$30 per occurrence	\$25 per occurrence
EARLY CANCELLATION FEE	0	\$295 (1st 12 months) \$195 (13-36 months)
INTERNET BASED SYSTEM	\$15.00 per month	\$399+ tax one-time fee
ON-LINE REPORTING	0	unknown
ADDRESS VERIFICATION SERVICE	\$0.05	unknown
ANNUAL PCI COMPLIANCE FEE	0	\$55 or \$175 on 6 mo. anniversary date \$195 36 months
950 AUTHORIZATION FEE	0	unknown
MISUSE OF AUTHORIZATION FEE	\$0.045	unknown
ACCESS USAGE FROM CC'S	0.0269	unknown
TELECHECK ECA FEE	1.69% plus \$0.25 per trans	unknown
AUTH FEE ABOVE INTERCHANGE	0	unknown
CAPTURE FEE	0	unknown
RETRIEVAL FEE	\$7.50 per occurrence	unknown



Price Sheet - Summary of Fees & Terminal Costs

Terminals:

- 18 FD 200 IP with Backup Terminals at \$420.00 each unit plus sales tax
- 2 Back Up Terminals for Land Fills at No Cost

Fees:

- Interchange Plus .30 Basis points
- Customer Service Fee of \$7.00 per Location
- No Authorization Fee Above Interchange
- Address Verification Service (AVS) Transaction Fee of .05 Cents
- Capture Fee \$0.00
- Telecheck ECA Fee Of 1.69% Plus .25 cents per Transaction
- Chargeback Fee of \$30.00 per occurrence
- Voice Authorization Fee of .75 cents per Occurrence
- Retrieval Fee of \$7.50 per Occurrence
- Resource Online Reporting at No Charge
- Access Usage from Visa, MC, & Discover at 0.0269
- Misuse of Authorization Fee of .045 cents if applicable
- 950 Authorization Fee at No Cost
- First Data Global Gateway Fee of \$15.00 per month
- Debit/ATM Transaction Fee: N/A
- Online Reporting at No Charge

Arizona Office reached at 480.588.3722

ELAVON
9502 W. Van Buren St.
Tolleson, AZ 85353
(623) 255-3337

PROPOSAL PREPARED FOR: Gila County

BASED ON:

Average annual volume \$unknown
Average ticket \$unknown

DEPOSITS:

Electronic capture of daily drafts transmitted nightly for credit. VISA / MasterCard are credited within 2-3 business days.

DISCOUNT RATE:

The rate for Visa/MasterCard transactions for credit cards would be:
Interchange pass thru fees and assessments + 0.25% + \$0.20 per authorization (Elavon fee).

EQUIPMENT:

Hypercom T4210 w/ integrated printer

PURCHASE

\$599 + tax

LEASE

\$39/mo. – 48 mos.

-OR-

Virtual Merchant (internet based)

\$399 + tax (one-time fee)

\$29/mo – 48 mos.

MISCELLANEOUS FEES:

Application Fee	\$50.00 (one-time, normally \$100.00, per department)
Monthly Statement Fee	\$5.00
Monthly Minimum Discount	\$25.00 (if applicable)
Chargeback Fee	\$25.00 (If applicable)
Annual PCI Compliance Fee	\$55 or \$175 – charged on 6 mo. anniversary date, annual certification required
Early Cancellation Fee	\$295.00 (If cancelled within the first 12 months) \$195 (13 th month – 36 th month)

*Rates/fees/pricing are subject to change based on "Visa, MasterCard, and as applicable Discover, American Express, debit and 3rd party networks implement increases and changes"
All rates and fees quoted are pending credit approval. This proposal is good for 30 days from date of proposal.*

PREPARED BY:

Artie Shetty
Elavon
May 2, 2011

ARF-945

Regular Agenda Item 2- C

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Joseph Heatherly

Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division

Division: Facilities

Fiscal Year: FY 2011-2012

Budgeted?: Yes

Contract Dates 12-1-11 to 11-30-12

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Joseph Heatherly

Information

Request/Subject

Request to Award Bid No. 070111-1 for Janitorial Service

Background Information

For several years the County has hired a contractor to handle the evening custodial duties and floor maintenance of the Globe facilities. The award of bid no. 070111-1 will allow the County to move forward with the hiring of a contractor to continue this service.

Evaluation

Bid proposals were received on September 14, 2011, from contractors to perform evening janitorial services for County facilities in Globe as follows: Courthouse, Michaelson Building, Health & Community Services, WIC Building, Public Administration Building, Facilities/Sign Shop Building, Roads/Shop Offices and Guerrero Building.

The contractor will also perform other duties as requested such as carpet cleaning, and stripping and waxing of floors, which will be required several times a year as billable work.

Conclusion

The award of this contract would allow the Facilities Department to hire a contractor to provide evening janitorial service for the Globe facilities.

(Monthly Cost \$6,536.43 = \$78,437.16 per year + floor maintenance and incidentals at \$26,562.84 for a yearly total of \$105,000.00)

Recommendation

After extensive review of all submitted proposals, the Finance Director recommends that the Board of Supervisors approve the award of Request for Bids No. 070111-1 for Janitorial Services in Globe to G.B. Home Cleaning in the amount of \$105,000.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Request for Bids No. 070111-1 for Janitorial Service; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph Heatherly)**

Attachments

Janitorial Services Bid 070111-1

Contractors Sent Bid Packet

Janitorial Service Bid Tabulation

Bid Tabulation Spreadsheet

GILA COUNTY
REQUEST FOR PROPOSALS
070111-1

JANITORIAL SERVICE
GLOBE, ARIZONA

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
Shirley L. Dawson, Member

COUNTY MANAGER
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 070111-1
JANITORIAL SERVICE GLOBE, ARIZONA**

Notice is hereby given that the Gila County Facilities and Land Management Department is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Globe, Arizona.

- SUBMITTAL DUE DATE:** 3:00 PM, Local AZ Time, Wednesday, September 14, 2011
- RETURN PROPOSAL TO:** Gila County Procurement
1400 East Ash Street
Globe, AZ 85501
- MANDATORY PRE-BID MEETING:** 10:00 AM, Thursday, September 1, 2011,
1400 E. Ash St., Globe, AZ (2nd Floor Reception Area)

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591. Questions regarding the general terms and conditions of this Request for Proposals should be directed to, Valrie Bejarano, 928-402-8612

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Board of Supervisors Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.**

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: August 17 and 24, 2011

Signed: 
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Date: 8/15/11

Signed: 
Michael A. Pastor, Chairman, Board of Supervisors

Date: 8/15/11

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation Notice	1
Scope of Services	3-10
Exhibit “A”; Instructions to Bidders	11-13
Preparation of Sealed Bid	11
Amendments	11
Inquires	12
Late Proposals.....	12
Submittal Bid Format.....	12
General Terms and Conditions	14-17
Acceptance Contract/Agreement.....	14
Protests.....	14
Laws & Ordinances	15
Exhibit “B”; Contract Award Agreement	15-17
Overcharges by Antitrust Violations.....	15
Authority to Contract.....	15
Contract Amendments	15
Contract Default	16
Right of Assurance	16
Costs & Payment.....	16
Co-op Intergovernmental Purchasing Agreement.....	16
Cancellation of County Contracts	17
Termination of Contract	17
Exhibit “C”; Minimum Specifications/Information	18-20
Section 1.0; General Purpose	18
Section 2.0; Bid Pricing & Term	18
Section 3.0; Order & Delivery	19
Section 4.0; Negotiations	19
Insurance Provisions	21-23
Qualification and Certification Forms	24-25
Price Sheet	26
Reference List	27
No Collusion Form	28
Subcontracting	29
Legal Arizona Workers Act Compliance	30
Checklist & Addenda Acknowledgment	31
Offer Page	32-33
Background Authorization	34

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services at the designated locations.

Building Address	Square Footage	Floors	Bathrooms	Mop Closets	Storage Closets
Gila County Courthouse 1400 E. Ash St. Globe, AZ 85501	47,076	1 st 2 nd 3rd	8 7 10	1 0 1	1 0 0
Michaelson Building 149 S. Broad St. Globe, AZ 85501	7,952	1 st 2 nd	2 2	1 1	1 1
Health & Community Services 5515 S. Apache Ave. Globe, AZ 85501	27,581	1	6	3	1
WIC Building 5515 S. Apache Ave Globe, AZ 85501	1,792	1	1	1	0
Public Works Administration 745 N. Rose Mofford Way Globe, AZ 85501	11,000	1	2	1	0
Facilities/Sign Shop Building 725 N. Rose Mofford Way Globe, AZ 85501	2,256	1	2	1	0
Roads/Shop Office 1100 W. Besich Blvd Globe, AZ 85501	1,980	1	2	1	0
Guerrero Building 1400 E. Ash St. Globe, AZ 85501	5,976	1	2	0	0

Contract may be awarded to multiple Contractors depending on what is deemed to be in the best interest of Gila County.

Scope of Services continued...

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards:

- **Sweeping and Dust Mopping (Uncarpeted Areas)**
 1. Vestibules, lobbies and entries
 2. Corridors
 3. Stairwells, stairs and landings (interior)
 4. Elevators and elevator vestibules
 5. Offices, Courtrooms and Conference rooms

- **Sweeping and Dust Mopping Standards**

Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.

- **Vacuuuming (Carpeted Areas)**
 1. Lobbies and entries (interior)
 2. Stairwells, stairs and landings (interior)
 3. Corridors
 4. Offices, Courtroom and Conference rooms

- **Dusting and Vacuuming (Low Cleaning-Under 6')**
 1. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 2. Window sills, ledges, etc.
 3. Vending Machines
 4. Stairwells, stairs, landings and railings (interior)

- **Dusting and Vacuuming (High Cleaning-Over 6')**
 1. Door casings
 2. Partitions, wood paneling, etc.

- **Dusting and Vacuuming Standards**

Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.

- **Trash Removal**
 1. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.

Scope of Services continued...

▪ **Trash Removal Standards**

All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle.

▪ **Washing**

1. Clean and sanitize urinals inside and out
2. Clean and sanitize commodes inside and out.
3. Clean mirrors
4. Clean and sanitize miscellaneous restroom and toilet fixtures.
5. Clean and sanitize restroom and toilet floors.
6. Clean and sanitize restroom wash basin wall area and toilet wall area.
7. Clean and sanitize shower rooms.
8. Damp wipe all restroom and locker room ledges and sills.
9. Spot clean walls, doors and trim.
10. Clean and sanitize water fountains.
11. Windows inside and outside of building

▪ **Washing Standards**

Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.

- A. Washing Glass: Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source. Sill and frames shall be damp wiped.
- B. Washing Non-Glass: All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be used where necessary to loosen the dirt.
- C. Washing in Restroom, Public and Patient Areas: Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

▪ **Damp Wiping Standards**

Surfaces shall be left clean and free from film or streaks upon completion of damp wiping.

▪ **Disinfecting Standards**

Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes.

Scope of Services continued...

Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.

▪ **Wet Mopping**

All tile, wooden or hard surface floors.

▪ **Wet Mopping Standards**

After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

▪ **Polishing**

Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.).

▪ **Polishing Metal Trim and Plumbing Hardware**

This shall be accomplished with metal polish. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers. All surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

▪ **Spray Buffing (Hard Surfaced Floors)**

Spray buff all lobbies, corridors, and conference rooms. Spray buff product to be of the same manufacturer as floor finish.

▪ **Spot Cleaning Carpets**

A carpet adequately spot cleaned is free of all stains, deposits, or spills. (Exceptions: Any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaning that will not harm or discolor the carpet fibers or backing.

Work Schedule

Cleaning services shall be provided, five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday unless otherwise noted on Bid Reply Section for specific building. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are 10 County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

▪ **Daily Schedule**

1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.

Scope of Services continued...

2. Clean all entryways and walkways six feet outside of entry.
 3. Sweep or dusts mop all entrances, entryways, and lobbies.
 4. Spot clean all glass and interior partitions.
 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.
 - f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
 6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the Shop garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- **Two Times Weekly – (Minimum):**
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 - **Two Times Weekly – (Minimum):**
 1. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 2. Remove all finger marks from furniture, fixtures, ledges and sills.
 3. Damp mop all quarry and tile floors.
 - **Monthly**
 1. Wash baseboards, doors and door handles in all buildings.
 2. Clean light switches.
 - **Semi-Annually**
 1. Wash windows inside and out of each building.
 2. Clean window blinds.

Billable Work

Carpet Cleaning Per County Request

- Carpet cleaning shall be performed as directed by the County on an as need basis. Carpet cleaning shall consist of shampooing or steam cleaning (after a thorough vacuuming).

Stripping and Waxing of Floors per County Request

- Stripping and waxing of floors shall be performed as directed by the County on an as need basis. All tile floors shall be stripped, all dirt and old wax removed, doors and baseboards cleaned, and three (3) coats of non-slip floor finish added.

Scope of Services continued...

Custodial Personnel / Subcontractors

Contractor must provide trained qualified personnel to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

All individuals working for the awarded Contractor must pass a background check prior to working on Gila County property under this project. Investigation will include criminal record, driving record, personal references, past employment/volunteer status, educational/professional status. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. (page 34)

The Contractor shall provide a job supervisor for this contract who shall be responsible to the County for the competent performance of all custodial work. The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff.

Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

GENERAL REQUIREMENTS

Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

Scope of Services continued...

County Furnished Supplies

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

Contractor Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract.

Contractor's equipment must be in good operating condition at all times and must meet OSHA standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County at all times.

Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

Safety

For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

ADOSH Guidelines

Contractor will be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health which affects custodial and housekeeping operations. Contractor will insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

Scope of Services continued...

INFORMATION REQUEST

Requests for additional information relating the *Scope of Services* should be directed to Robert Hickman, (928)402-8591, rhickman@co.gila.az.us.

Requests for additional information relating to the instruction or general conditions of this bid should be directed to Valrie Bejarano (928)402-8612, vbejarano@co.gila.az.us.

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting held Thursday, September 1, 2011, 10:00 AM. The meeting will begin at the Globe Courthouse, 1400 E. Ash St., Globe, AZ, 2nd floor, and continue to the locations on page 3 of RFP packet.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

- 1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
- 2. Copies of all addenda must be attached to the submittal.

Instructions to Bidders continued...

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquires

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 5:00 pm, September 6, 2011 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor 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.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

REQUEST FOR PROPOSALS NO. 070111-1

Instructions to Submitters continued...

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "JANITORIAL SERVICE", Bid No., "070111-1", Date "SEPTEMBER 14 2011", and time "3:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued...

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

General Terms & Conditions continued...

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

Payment: Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.

Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W9 Form: In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

General Terms & Conditions continued...

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Gila County, Globe, Arizona.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**.
- 1.2 Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Contractor shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.5.2 Qualification and Certification Forms
 - 1.5.3 Price Sheet
 - 1.5.4 References List
 - 1.5.5 No Collusion Certification
 - 1.5.6 Intentions Concerning Subcontracting
 - 1.5.7 Legal Arizona Workers Act Compliance
 - 1.5.8 Checklist & Addenda Acknowledgment
 - 1.5.9 Offer Page
 - 1.5.10 Gila County Human Resources Department Background Authorizaiton

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, cancelled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2)

Minimum Specifications continued...

additional one year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

- 2.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY:** Gila County Facilities and Land Management Office. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 Evaluation of Proposal and Negotiations

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Contractor shall be notified and shall not be afforded an opportunity to modify its Proposal

4.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Contractors Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.
- For the purposes of conducting Negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. **Concurrent Negotiations:** Negotiations may be conducted concurrently with Responsible Contractors for the purpose of determining source selection and/or Contract Award.

Minimum Specifications continued...

- b. **Exclusive Negotiations:** A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Contractor whose Proposal is determined in the selection process to be most Advantageous to the County.
- **Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.**
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – 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
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to include master key coverage.
- b. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

INSURANCE PROVISIONS

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to include master key coverage.
- b. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional Insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

Insurance Provisions continued...

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

4. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$ 820,321.77

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501, and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Specifications continued.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, Birdie DeNero, Risk Management, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 070111-1 Janitorial Services, Globe, Arizona

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

G. B. Home Cleaning
206 N Nellie Ave, Miami, AZ - 85539
520-709-7181

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

- a. A brief history of the Contractor.
- b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
- d. List the specific qualifications the Contractor has in supplying the specified services.
- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors Arizona ROC, contact name and phone # must be included.
- f. Gila County reserves the right to request additional information.
- g. Sealed list of equipment used in performing the services must accompany proposal.

Qualification & Certification continued...

6. Contractor Experience Modifier (e-mod) Rating in Arizona: NA
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: 26701
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative
Guadalupe Plasencia

Printed Name
owner

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 070111-1 Janitorial Service, Globe, Arizona.

Contractor Name: G. B. Homecleaning

Phone No.: 520-709-7191

Location	Square Foot	Cost Per Square Foot	Total Cost
Gila County Courthouse	47,076	\$ <u>0.0420</u>	\$ <u>1,977.14</u>
Michaelson Building	7,952	\$ <u>0.0840</u>	\$ <u>667.97</u>
Health & Community Services	27,581	\$ <u>0.0525</u>	\$ <u>1,449.00</u>
WIC Building	1,792	\$ <u>0.1680</u>	\$ <u>301.06</u>
Public Works Administration Building	11,000	\$ <u>0.0735</u>	\$ <u>808.50</u>
Facilities/Sign Shop Building	2,256	\$ <u>0.1470</u>	\$ <u>331.63</u>
Roads/Shop Office	1,980	\$ <u>0.1575</u>	\$ <u>311.85</u>
Guerrero Building	5,976	\$ <u>0.1155</u>	\$ <u>690.23</u>

BILLABLE WORK	
Description	Price Per Square Foot
Carpet Cleaning (Including strain removal.)	\$ <u>0.25125</u>
Stripping and Waxing Floors	\$ <u>0.55275</u>

*Each location shall be billed separately with location identified on invoice when submitted to County for payment. County Terms "Net 30".

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company: AZ Mobile Home warehouse
Contact: Nancy Sturge
Phone: 602-799-8787
Address: 15215 S. 48th, Suite #3-130 Phoenix
Job Description: cleaning mobile homes

2. Company: MGN manufactured Home sales
Contact: Steve Shepard
Phone: 520-252-5202
Address: 1703 N Thornton Road Casa Grande, AZ
Job Description: cleaning mobile homes

3. Company: Freeman & son
Contact: Spencer Freeman
Phone: 909-943-1211
Address: 31566 Railroad Canyon Road, Canyon Lake CA
Job Description: Fire Restoration, water Damage repair
smoke remove, Demolition, Inventory list

G.B. Home Cleaning

Name of Business



Signature of Authorized Representative

owner

Title

AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Guadalupe Plascencia
(Name of Individual)

being first duly sworn, deposes and says:

That he is Owner
(Title)

of G.B. Home Cleaning and
(Name of Business)

That he is bidding on Gila County BID NO. 070111-1 JANITORIAL SERVICE, GLOBE and,

That neither he nor anyone associated with the said G.B. Home Cleaning
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

G.B. Home Cleaning
Name of Business

Guadalupe Plascencia
By

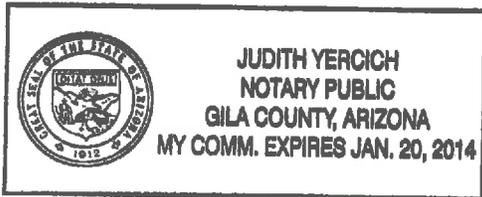
Owner
Title

Subscribed and sworn to before me this 14 day of Sep, 2011.

Judith Yercich
Notary Public

My Commission expires:

Jan 20, 2014



CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for **BID NO. 070111-1 JANITORIAL SERVICE, GLOBE**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

Gr. B. Home Cleaning
Name of Firm
[Signature]
By: (Signature)
owner
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative
Guadalupe Plasencia

Printed Name
Owner

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM
 PRICE SHEET
 REFERENCE LIST
 NO COLLUSION IN BIDDING
 INTENTIONS IN SUBCONTRACTING
 LEGAL ARIZONA WORKERS ACT COMPLIANCE
 CHECKLIST & ADDENDA ACKNOWLEDGMENT
 OFFER PAGE
 BACKGROUND AUTHORIZATION

 ✓

 ✓

 ✓

 ✓

 ✓

 ✓

 ✓

 ✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2011

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Request for Sealed Proposals No. 070111-1 Janitorial Service. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Globe, AZ on or before September 14, 2011, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CONTRACT NUMBER: 070111-1 Janitorial Service, Globe, Arizona

Contractor Submitting Proposal:

For clarification of this offer, contact:

G.B. Home Cleaning
Company Name

Name: Guadalupe Plascencia

206 N Nellie Ave
Address

Phone No.: 520-709-7181

Miami AZ 85539
City State Zip

Fax _____

Email: gbhomecleaning@gmail.com



Signature of Authorized Person to Sign
Guadalupe Plascencia
Printed Name
OWNER
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor G.B. Home Cleaning is now bound to provide the materials or services listed in RFP No.: 070111-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 070111-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2011

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

GILA COUNTY



**BID TRACKING FORM
REQUEST**

BID Title: Janitorial Service Globe, AZ

BID No.: 070111-1

Due Date: September 14, 2011

3:00 PM

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Moonlite Janitorial	P.O. Box 807, Payson 85547	474-5352	Jeffrey Maskill	8/17		
G.R.'s Buff n Shine	P.O. Box 708, Claypool		George Ramos	8/17		
Inn n Out Cleaning	P.O. Box 1152, Payson	468-8404			1st mss 8/17	
Super Cleanse Jani.	1755 S. Windsor Mesa 85204	480-632-2534			1st mss 8/17	
Ami Sol Com. Cleaning	9358 E. Contessa Cir. Mesa 85207				1st mss 8/17	
Johnson's Cleaning		602-569-1077			1st mss 8/17	
Com. Janitorial Spec.	P.O. Box 6285 Chandler 85246	480-786-4941			1st mss 8/17	
Keep It Clean Jani.	474 N. Citrus Ln Gilbert 85234	480-420-3961	Keepitcleanjanitorial.com Yince	8/17		

GILA COUNTY



BID TRACKING FORM

BID Title: Janitorial Service Globe, AZ

BID No.: 070111-1

Due Date: September 14, 2011

3:00 PM

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
Commercial Cleaning Sys.		602-722-2728	mmulcahy@commercialcleaningsystems.net Melissa	8/18		
Web Enterprises LLC		480-415-3416	tanya.e.garcia@gmail.com Tanya Fullington	8/18		
Sanitary Maintenance Sys		602-430-3422	rrustael13@gmail.com Ralph Rustael	8/22		
	P.O. Box 2714 Claypool 85532	812-1384	Phyllis McMichael	8/24		

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 070111-1 Janitorial Service, Globe, Arizona.

Contractor Name: G.B. Homecleaning Phone No.: 520-709-7181

Location	Square Foot	Cost Per Square Foot	Total Cost
Gila County Courthouse	47,076	\$ 0.0420	\$ 1,977.19
Michaelson Building	7,952	\$ 0.0840	\$ 667.97
Health & Community Services	27,581	\$ 0.0525	\$ 1,440.00
WIC Building	1,792	\$ 0.1680	\$ 301.06
Public Works Administration Building	11,000	\$ 0.0735	\$ 808.50
Facilities/Sign Shop Building	2,256	\$ 0.1470	\$ 331.63
Roads/Shop Office	1,980	\$ 0.1575	\$ 311.85
Guerrero Building	5,976	\$ 0.1155	\$ 690.23

BILLABLE WORK	
Description	Price Per Square Foot
Carpet Cleaning (Including strain removal.)	\$ 0.25125
Stripping and Waxing Floors	\$ 0.55275

*Each location shall be billed separately with location identified on invoice when submitted to County for payment. County Terms "Net 30".

All applicable taxes shall be included in proposed amount.

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 070111-1 Janitorial Service, Globe, Arizona.

Contractor Name: G.R's Buff-n-Shine Janitorial
A. Jorge S. Ramirez

Phone No.: (928) 402-8222
(928) 961-3750

Location	Square Foot	Cost Per Square Foot	Total Cost
Gila County Courthouse	47,076	\$ <u>.09</u>	\$ <u>42,368.84</u>
Michaelson Building	7,952	\$ <u>.09</u>	\$ <u>715.68</u>
Health & Community Services	27,581	\$ <u>.09</u>	\$ <u>2482.29</u>
WIC Building	1,792	\$ <u>.09</u>	\$ <u>161.28</u>
Public Works Administration Building	11,000	\$ <u>.09</u>	\$ <u>990</u>
Facilities/Sign Shop Building	2,256	\$ <u>.09</u>	\$ <u>203.04</u>
Roads/Shop Office	1,980	\$ <u>.09</u>	\$ <u>178.20</u>
Guerrero Building	5,976	\$ <u>.09</u>	\$ <u>537.84</u>

BILLABLE WORK	
Description	Price Per Square Foot
Carpet Cleaning (Including strain removal.)	\$ <u>.25</u>
Stripping and Waxing Floors	\$ <u>.50</u>

*Each location shall be billed separately with location identified on invoice when submitted to County for payment. County Terms "Net 30".

All applicable taxes shall be included in proposed amount.

JANITORIAL SERVICE BID TABULATION

Location	Sqr Ft	G.B. Home Cleaning		G.R.'s Buff & Shine	
		Cost Per Square Foot	Total Cost	Cost Per Square Foot	Total Cost
Courthouse Complex	47,076	\$0.0420	\$1,977.19	\$0.0900	\$4,236.84
Michaelson Building	7,952	\$0.0840	\$667.97	\$0.0900	\$715.68
Health & Community Service	27,581	\$0.0525	\$1,448.00	\$0.0900	\$2,482.29
WIC Building	1,792	\$0.1680	\$301.06	\$0.0900	\$161.28
PW Administration Building	11,000	\$0.0735	\$808.50	\$0.0900	\$990.00
Facilities/Sign Shop Building	2,256	\$0.1470	\$331.63	\$0.0900	\$203.04
Roads/ Shop Office	1,980	\$0.1575	\$311.85	\$0.0900	\$178.20
Guerrero Building	5,976	\$0.1155	\$690.23	\$0.0900	\$537.84
TOTAL COST	105,613		\$6,536.43		\$9,505.17

ARF-942

Regular Agenda Item 2- D

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Steve Stratton, Public Works Division Director
Submitted By: Shannon Coons, Fiscal Services Manager, Public Works Division

Department: Public Works Division **Division:** Administration

Presenter's Name: Steve Stratton

Information

Request/Subject

Arizona Public Service Solar Renewable Energy Credit Purchase Agreement - Grid-Tied Photovoltaic System for Schools and Government Program (APS Contract No. 18703)

Background Information

On June 28, 2011, the Board authorized the Solar Renewable Energy Credit Purchase Agreement with Arizona Public Works (APS Contract No. 17914) for the Gila County Courthouse. This is a program for solar energy funding in conjunction with PV Advanced Concepts at no up-front capital investment by Gila County.

On October 3, 2011, the Board approved a Solar Power Purchase Agreement with Tioga Solar Gila, LLC for the purpose of generating and selling electricity to Gila County under a long term agreement. In this 15-year agreement there is a clause that will allow an amendment to add additional Gila County properties.

Evaluation

The solar photovoltaic energy generating system is designed to offset megawatt hours of energy consumption or generation over its first three years in use.

Conclusion

It will benefit Gila County to enjoy energy savings and receive the financial benefits of going solar with no up-front capital investment, in coordination with PV Advanced Concepts by approving the Arizona Public Service Company Solar Renewable Energy Credit Purchase Agreement for the Central Heights complex.

Recommendation

The Public Works Division recommends that the Board of Supervisors approve the Solar Renewable Energy Credit Purchase Agreement (APS Contract No. 18703) with Arizona Public Service Company. The term of this contract is 15 years beginning with the commissioning of the photovoltaic system at the Central Heights complex.

Suggested Motion

Information/Discussion/Action to approve the Solar Renewable Energy Credit Purchase Agreement - Grid-Tied Photovoltaic System (APS Contract No. 18703) between Gila County and Arizona Public Service Company for solar energy funding in conjunction with PV Advanced Concepts at no up-front capital investment by Gila County for the County's Central Heights complex.

(Steve Stratton)

Attachments

APS Solar Credit Purchase Agreement No. 18703

Reservation Approval

APS Application

Approval as to form explanation



**SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT
GRID-TIED PHOTOVOLTAIC SYSTEM**

THIS SOLAR RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT (“Contract”) between **Arizona Public Service Company** (“APS”), and **Gila County**, (“GC” or “Participant”), (collectively referred to herein as the “Parties,” and each individually referred to herein as a “Party”) shall be effective as of _____, 20__ (the “Effective Date”).

RECITALS

WHEREAS, APS is a public utility that provides energy to its retail customers in the State of Arizona;

WHEREAS, GC desires to replace some of the energy that it would otherwise purchase from APS with energy generated from a photovoltaic system installed on property owned by GC or to which GC has the right to install such a system (the "System");

WHEREAS, GC intends to install, maintain and own the System, or otherwise have title to and ownership of the Renewable Energy Credits (as defined herein) associated with the output of the System;

WHEREAS, APS is subject to certain state regulatory requirements governing its use of renewable resources to supply energy to its customers, including a Renewable Energy Standard and Tariff. "Renewable Energy Standard and Tariff or RES" means the Arizona Renewable Energy Standard Rules, A.A.C. R14-2-1801 *et seq.*, as the same may be amended from time to time.

WHEREAS, GC desires to sell and APS desires to purchase certificates representing the Environmental Attributes (as defined herein) associated with the energy produced by the System in order to comply with its obligations under the RES;

WHEREAS, this Contract sets forth the terms and conditions for the sale and purchase of such certificates; and

NOW, THEREFORE, in consideration of the above recitals and the mutual agreement of the Parties set forth below, the following terms and conditions shall apply to this Contract:

TERMS AND CONDITIONS

1. **Definitions.** The following definitions apply to terms used in this Contract and in the reservation request.

"Aggregate Contract Price" means the maximum amount to be paid to GC pursuant to this Contract, which in no event shall exceed the lesser of either fifty percent (50%) of the Total Project Cost as provided in the approved reservation application in Exhibit D, or fifty percent (50%) of the Total Project Cost as of the Commissioning of the System.

"Arizona Registrar of Contractors" or "ROC" means the Arizona regulatory agency for the licensing and oversight of contractors.

"Authority Having Jurisdiction ("AHJ") means the governmental agency or sub agency which regulates the construction process applicable to the System.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Commissioning Deadline" means the date that is 365 days following the Reservation Date. The Commissioning Deadline shall be extended on a day-for-day basis as a result of any Force Majeure event, as defined herein, or in accordance with Section 3.

"Commissioning of the System" shall occur only after all conditions precedent to commercial operation of the System have been satisfied, as documented by the certificate attached hereto as Exhibit B.

- (a) GC shall have obtained and be in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, GC must provide certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
- (b) The System shall have been installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
- (c) GC shall have executed an Interconnection Agreement and the System shall meet all applicable interconnection requirements, specifically including, but without limitation, the requirement that the System not be activated or paralleled with the APS distribution system without the express permission from an authorized representative of APS following inspection by APS;
- (d) The System shall meet the Equipment Qualifications identified in Exhibit E attached hereto;
- (e) GC shall have installed a meter socket(s), pursuant to Section 10 herein;
- (f) GC shall have installed, at GC's expense, the necessary dedicated phone lines in accordance with Section 10 herein; and
- (g) GC shall be subject to an established rate schedule, either pursuant to an executed Special Contract-Solar or by application of one of APS' pre-established rates.

"Contract Quantity" means the RECs associated with the annual production of the System as specified in Section 6.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in connection with any new arrangements which replace this Contract; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of this Contract.

"Defaulting Party" has the meaning set forth in Section 25.

"Environmental Attributes" means environmental characteristics that are attributable to Renewable Energy, including credits; credits towards achieving local, national or international renewable portfolio standards; green tags; Renewable Energy Certificates; greenhouse gas or emissions reductions, credits, offset, allowances or benefits; actual SO₂, NO_x, CO₂, CO, Carbon, VOC, mercury, and other

emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Renewable Energy (regardless of how any present or future law or regulation attributes or allocates such characteristics). Such Environmental Attributes shall be expressed in kWh. Environmental Attributes does not include Tax Benefits, or any energy, capacity, reliability, or other power attributes associated with the provision of electricity services.

"Financing Rate" means the interest rate charged to the Participant by its lender in connection with the financing of the Project and disclosed to APS pursuant to Section 12 herein. In the event that the Participant does not use third party financing in connection with the Project, the Financing Rate shall mean the Participant-calculated internal cost of capital, subject to review and approval by APS in its sole discretion. In no event shall such Financing Rate exceed the Prime Rate as of the Reservation Date plus five percent (5%), regardless of the actual interest rate that may be charged to the Participant.

"Forecasted Quantity" means an amount of the RECs associated with the production of energy from the Project, measured on the basis of a calendar quarter, that is at least seventy-five percent (75%) of the amount of such RECs represented on GC's Initial Production Profile or Annual Production Profile (as set forth in Section 4 and 9), as applicable, for the same quarterly period.

"Force Majeure" means an event or circumstance which prevents one Party from performing its obligations, which event or circumstance was not anticipated as of the date the transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. So long as the requirements of the preceding sentence are met, a "Force Majeure" event may include, but shall not be limited to, flood, drought, earthquake, storm, fire, lightning, epidemic, war, terrorism or riot; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. Notwithstanding the foregoing, Force Majeure shall not be based on (a) GC's delay or inability to obtain financing, or other economic hardship of any kind; (b) GC's inability to economically use the System; or (c) loss or failure of materials or equipment for the System.

"Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Contract, determined in a commercially reasonable manner.

"Generating Facility" means all or part of the Participant's electrical generator(s) or inverter(s) together with all protective, safety, and associated equipment necessary to produce electric power at the Participant's facility.

"Interconnection Agreement" means the agreement, together with appendices, signed between APS and the Participant, covering the terms and conditions governing the interconnection and parallel operation of the Generating Facility with APS.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"kWh" means kilowatt hour.

"Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Contract, determined in a commercially reasonable manner.

"Major System Components" means PV Panels and Inverter.

"Minimum Contract Quantity" means RECs associated with a minimum production from the System which shall mean, for purposes of this Contract, the production of at least fifty percent (50%) of the Quarterly Contract Quantity in every calendar quarter hereunder together with the production of at least the Forecasted Quantity in one out of every two consecutive calendar quarters hereunder, subject to adjustment of the Contract Quantity pursuant to Section 6.

"Month" means a calendar Month.

"Non-Defaulting Party" has the meaning set forth in Section 25.

"OEM" means Original Equipment Manufacturer.

"Prime Rate" means the lowest rate of interest on bank loans at a given time and place, offered to preferred borrowers as published in the Wall Street Journal on the Reservation Date.

"Project" means the System owned by GC, which is a photovoltaic system utilizing solar energy as the energy source for the solar system.

"Project Site" means GC property located in Globe, AZ, which is either owned by GC or to which GC has rights necessary for the installation of the System as contemplated herein.

"Quarterly Contract Quantity" means the Contract Quantity divided equally into four calendar quarters or such other quarterly schedule provided by GC.

"Renewable Energy" means energy derived from resources that are regenerative or for all practical purposes cannot be depleted. Resources that qualify as Renewable Energy, provided that they meet any and all requirements set forth in the RES, include moving water (hydro, tidal and wave power) thermal gradients in ocean water, wind, solar power, geothermal, hydropower, landfill gas, various other forms of biomass, and municipal solid waste.

"Renewable Energy Credit" ("REC") means: (i) the Environmental Attributes associated with the generation of power from a Renewable Energy resource and (ii) the REC reporting rights arising therefrom or connected therewith. One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from one (1) or more Renewable Energy sources, as defined by the RES.

"Replacement Price" means the price (including its transaction costs), determined by APS in a commercially reasonable manner, at which APS purchases (if at all) or installs capacity to generate its own substitute RECs for the deficiency or, absent such a purchase, the market price indexed at the closest geographic location to the System's installation, if any, and if none is established or available, then at a market price determined solely by APS in a commercially reasonable manner.

"Reservation Date" means the date on which GC has been notified that its reservation has been accepted, which shall trigger the start of the 365-day time period for the Commissioning of the System.

"Special Contract – Solar" or "SCS" means the agreement between APS and Participant for electric power supply and consumption, a copy of which is attached as Exhibit F hereto, if applicable.

"Settlement Amount" means, with respect to a transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a terminated transaction pursuant to Section 25.

"Tax Benefits" means, Renewable Energy related tax credits established under Section 45 of the Internal Revenue Code, as amended, or any similar or successor provision of the Internal Revenue Code, except for any credits or other tax benefits that are associated with any carbon tax or other assessment (regardless of how any present or future law or regulation attributes or allocates such characteristics).

"Total Project Cost" means the total costs directly associated with the installation of the equipment necessary to produce solar energy to generate electricity to heat and/or cool building interiors, provide hot water and/or provide for other energy needs at Participant's facility. The Total Project Cost may also include costs associated with financing the installation of the System, provided that such costs are disclosed by the Participant and provided further that such costs will be included at a rate not to exceed the Financing Rate. The Total Project Cost shall not include any non-financing expenses incurred after the Commissioning of the System, which shall be defined in this Contract.

"Transmission Owner" means APS, and its successors and assigns, in its capacity as provider of interconnection services under the Interconnection Agreement.

2. Term of the Contract. Fifteen (15) years beginning with the Commissioning of the System ("Term").

3. Commissioning of the System. If Commissioning of the System (including all conditions precedent as set forth in Section 1 of this Contract) is not completed by the Commissioning Deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System; provided, however, that the Commissioning Deadline may be extended on a day-for-day basis for up to ninety (90) days if the System is substantially completed and APS approves, in its sole discretion the extension, such approval not to be unreasonably withheld.

As soon as reasonably practicable following the completion of the conditions precedent for Commissioning of the System, GC must present to APS a certificate in the form attached hereto as Exhibit B (the "Commissioning Certificate"), evidencing that such conditions precedent have been satisfied. Following the receipt of such Commissioning Certificate, APS will conduct an inspection of the System and countersign the Commissioning Certificate confirming that such conditions precedents have been satisfied.

4. Development Milestones. Within forty-five (45) days following the Reservation Date, this Credit Purchase Agreement must be executed and returned to APS. Not more than seventy-five (75) days following the execution of this Contract or one hundred twenty (120) days following the Reservation Date, whichever is longer, GC shall provide to APS proof of project development, a production profile for the System for each calendar quarter for the Term of the Contract (the "Initial Production Profile"), proof of submission of building and/or construction permits, and must have submitted an application for an Interconnection Agreement. If GC fails to provide such documentation by the stated deadline, APS may, in its sole discretion, terminate this Contract, in which event neither Party shall be liable to the other Party for any claimed costs, expenses or damages arising directly or indirectly out of this Contract, the System or any energy or associated RECs produced by the System. GC may also terminate this Contract in writing at any time prior to Commissioning of the System; provided, however, that GC may not submit a new reservation for one hundred eighty (180) days after the Contract has been terminated by GC.

5. Product. Renewable Energy Certificates or RECs as defined herein. GC agrees to transfer to APS any and all RECs purchased by APS pursuant to this Contract for the Term of this Contract. GC shall complete and deliver to APS a REC Certificate and Bill of Sale/Invoice as described in Section 17 herein.

6. **Contract Quantity.** The Contract Quantity is RECs associated with up to **300,679** kWhs per calendar year for the Term of this Contract. The Parties acknowledge that following the submittal of the proof of project development described in Section 4 above, GC shall have ten (10) days to amend, in writing, the Contract Quantity herein; provided, however, that such amendment shall not increase the Contract Quantity by more than ten percent (10%), subject to available program funding as determined by APS at its sole discretion, or, in the alternative, the amendment shall not decrease the Contract Quantity by more than twenty percent (20%) (the "Amendment Deadband"). In the event the amendment submitted is outside the Amendment Deadband, the reservation shall be considered rejected as amended and this Contract shall be automatically terminated. GC may not submit a new reservation for one hundred eighty (180) days after the Contract has been terminated in accordance with this provision.

APS shall receive and pay for any and all RECs delivered up to the Contract Quantity. If GC fails to deliver any RECs associated with energy produced by the System, APS shall be entitled to damages for such RECs not delivered, in accordance with Section 26 herein. In addition, if the System fails to produce the Minimum Contract Quantity, APS shall be entitled, in its sole discretion, to either terminate this Contract or modify the Contract Quantity in accordance with Section 27 herein.

7. **Contract Price.** APS shall pay GC **\$0.171** for each REC associated with a kWh of Renewable Energy actually produced by the System up to the Contract Quantity as described in Section 6 (the "Contract Price").

APS shall be obligated to pay GC the Contract Price until the earlier of: (i) the date that is **Fifteen (15)** years after the Commissioning of the System; or (ii) the date on which the aggregate payment by APS to GC under this Contract equals the Aggregate Contract Price.

The Parties expressly acknowledge and agree that the Aggregate Contract Price, which shall be paid by APS over the time period described herein, represents full and total payment for the RECs associated with all energy produced by the System, up to the annual Contract Quantity, for the Term of this Contract. Accordingly, APS shall retain the sole and exclusive rights to the RECs associated with the Renewable Energy produced by the System, up to the annual Contract Quantity, for the full Term of this Contract and GC shall provide REC Certificates to APS as described in Section 17, even after full payment has been made by APS in accordance with the preceding paragraph. The purchase of any RECs in excess of the annual Contract Quantity shall be subject to the mutual agreement of the Parties and shall remain subject to the Aggregate Contract Price.

8. **GC's Obligation to Operate.** GC, or its designee, shall operate and maintain the System in accordance with applicable law, equipment manufacturers' recommendation and widely accepted industry practice, and, without relieving itself of any liability thereunder, maintain such documents and records necessary to confirm GC's, or its designee's, operation and maintenance of the Project in accordance with such standards. GC may, in its sole discretion, use third parties, to perform duties associated with this operation and maintenance obligation; provided, however, that GC shall remain fully and solely liable for the satisfaction of its obligations under this agreement notwithstanding its use of third parties to perform associated duties.

9. **GC's Obligation to Provide Annual Production Profile.** Within ten (10) Business Days following the first anniversary of the Commissioning of the System, and during the same period each year thereafter, GC shall provide to APS a production profile for the System that shows expected production for the current calendar quarter as well as the next three (3) calendar quarters ("Annual Production Profile"). In the event APS does not receive a revised production profile each year thereafter, the most recent production profile received shall be used as the basis for establishing the production profile portion of the Minimum Contract Quantity from that point forward unless or until a new production profile is submitted. In the absence of any production profile, the defined term of the Contract Quantity as shown in Section 6 shall be used.

10. **Metering.** APS shall provide and set at its sole cost and expense an electronic, utility-grade electrical meter ("Inverter-Output Meter") on the System that is compatible with the APS meter reading and billing systems.

GC shall provide, at GC's expense, a dedicated phone line to each generator meter and also to the facility service entrance section main billing meter and/or sub meters if necessary as determined by APS. Each dedicated phone line is to be landed on the APS-provided telephone interface module which is typically located within two (2) feet of the meter.

At GC's expense, GC shall be responsible for installing the meter socket and all associated equipment, the cost of which shall be borne solely by GC. The location of the Inverter-Output meter shall be approved by APS and shall be located so that APS has unassisted access to the meter in accordance with APS requirements, including but not limited to Section 300 of the APS ESRM ("Electric Service Requirements Manual") and Service Schedule 1 ("Terms and Conditions for Standard Offer and Direct Access Services").

APS will read the meter remotely for the purpose of providing metered data to GC in order that GC may prepare and send an invoice to APS pursuant to Section 11 below. In the alternative, or additionally, APS may read the meter at the Project Site.

11. **REC Certificate Delivery, Billing and Payment.** The calendar quarter shall be the standard period for all payments under this Contract. Within fourteen (14) days after the end of each calendar quarter, or as soon thereafter as reasonably practicable under the circumstances, APS shall provide the metered data to GC for the preceding calendar quarter, based on its Monthly read of GC's meter, which shall be done at the same time GC's standard electricity meter is read. GC shall use such metered data to complete its invoice (using the form referenced in Section 17 and attached as Exhibit A) for the payment obligations, if any, incurred hereunder during the preceding quarter based on the Monthly meter readings provided by APS. Within five (5) Business Days after its receipt of such information from APS, GC shall issue the invoice to APS. APS shall begin making payments based on such invoices after it has approved the Total Project Costs submitted by GC, subject to the limitations set forth in Section 12 herein. APS shall make any required payment no later than thirty (30) days following its receipt of a quarterly invoice from GC. APS shall make all payments under this Contract to an Automatic Clearinghouse Credit (ACH) account designated by GC. If GC invoice is received more than twenty (20) days after the end of the calendar quarter, payment may be delayed an additional thirty (30) days. If an invoice is not received by APS within six (6) Months after the close of the calendar quarter, the right to receive payment for such quarter is waived.

12. **Documentation of Total Project Cost.** Within ninety (90) days after Commissioning of the System, GC shall provide APS with the Total Project Cost, together with any and all supporting documentation. APS shall have the right to request any additional financial documents that it deems

necessary for the purpose of auditing and determining the validity of the Total Project Cost including, but not limited to, original invoices of each item included in the Total Project Costs. The invoice must show proof of payment and provide sufficient detail to identify the material or installation cost. GC shall provide any and all documentation requested by APS in connection with such audit. Costs that may be included by GC in the Total Project Costs are set forth in Exhibit C hereto. All costs listed in Exhibit C are subject to all limitations set forth in this Contract. APS shall have the right to dispute the Total Project Cost, and shall not be required to pay any portion of the Contract Price in excess of fifty percent (50%) of the undisputed Total Project Cost until it approves a Total Project Cost, which approval shall not be unreasonably withheld, or until a Total Project Cost is determined by arbitration as set forth herein. In such cases, once a Total Project Cost is determined and approved by APS, APS shall pay any additional portion of the Contract Price not already paid with the total payment by APS not to exceed fifty percent (50%) of the Total Project Cost.

13. Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Contract, or adjust any invoice for any arithmetic or computational error, within twelve (12) Months of the date of the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments upon request, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 13 within twelve (12) Months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) Months after the close of the Month during which performance of a transaction occurred, the right to payment for such performance is waived.

14. GC's Representations and Warranties. GC represents that each REC: (i) represents all of the Environmental Attributes associated with one (1) kWh of energy from the System; (ii) is associated with the generation of Renewable Energy and represents title to and claim over all Environmental Attributes associated with the specified kWh; and (iii) meets all requirements of the Arizona RES, as of the Effective Date of this Contract.

GC warrants that the RECs have not otherwise been, nor will they be sold, retired, claimed or represented as part of Renewable Energy output or sales, or used to satisfy obligations, in any other jurisdiction or for any other emissions compliance program requiring solar generation, including those established or regulated by the U.S. Attorney General, Federal Trade Commission or other entities providing guidelines on the advertisement of REC ownership claims.

GC represents and warrants that it has and will have at the time of sale, title and ownership to the RECs sold hereunder as evidenced by documentation of the same that is acceptable to APS in its sole discretion.

GC represents and warrants that the RECs sold hereunder are delivered free and clear of all liens, encumbrances, and claims or any interest therein or thereto by any person arising prior to delivery to APS.

15. Mutual Representations and Warranties. Throughout the Term of this Contract, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Contract; (iii) the execution, delivery and performance of this Contract is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Contract and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like; (v) it is acting for its own account, has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract; (vi) it has entered into this Contract in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all RECs referred to in the Contract to which it is a party; and (vii) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

16. Confidentiality. No receiving Party shall itself, nor shall it permit its employees, consultants and/or agents to, disclose to any person, corporation or other entity any non-public, confidential or proprietary information which the Parties require be kept confidential ("Confidential Information") without the prior written consent of the Party providing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents and consultants and others who have a need for such Confidential Information and have agreed to keep such information confidential. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Contract. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

As used herein, Confidential Information shall not include any information which: (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure by any Party in violation of this Contract); (ii) was available to any Party on a non-confidential basis from a source other than the Party hereto providing the Confidential Information, provided such source is not and was not known by the receiving Party to be bound by a confidentiality agreement that protects the Confidential Information; or (iii) has been independently acquired or developed by any Party without violating any of its obligations under this Contract.

The Parties acknowledge, however, that APS may need to disclose the Confidential Information in connection with its regulatory filings or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Confidential Information to its regulatory authorities including, but not limited to, the Arizona Corporation Commission ("ACC"), the Residential Utility Consumer Office ("RUCO"), the Federal Energy Regulatory Commission ("FERC") or any employee, staff member, consultant, and/or agent of the foregoing, it shall give a minimum of ten (10) Business Days prior written notice of its intention so that GC may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, GC waives compliance with the terms hereof with respect to such Confidential Information to the minimum extent necessary to comply with and solely for the purpose of such regulatory disclosure. Any information so submitted shall be identified as Confidential. Nothing herein shall be deemed to permit GC to disclose Confidential Information to the foregoing regulatory agencies, or any other party, unless such disclosure is otherwise permitted under this Confidentiality provision.

In addition, GC specifically agrees to use the following APS approved language in connection with this transaction in any press releases, public meetings or hearings, or other public communications, including any release to any newswire service.

“The installation was facilitated, in part, by the APS Renewable Energy Incentive Program. This Program offers financial incentives to customers who add Renewable Energy systems to their homes or business. The Program is funded by APS customers and approved by the Arizona Corporation Commission.”

Any other language used in connection with such public communications that specifically relates to the APS Renewable Energy Incentive Program or this Contract must be approved in advance by APS. The Parties anticipate that at some future time it may be in the best interests of one or both of them to disclose Confidential Information to the media and the Parties anticipate that, in such event, they will enter into a subsequent agreement that will govern the terms of such disclosure. The Parties expressly agree, however, that unless and until such subsequent agreement is executed between the Parties, the terms of this Confidentiality provision shall be binding with respect to such disclosure. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Section, **although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Section, whether a claim is based in contract, tort, or otherwise.** The Parties agree that the respondent in any action for an injunction, specific performance decree, or similar relief shall not allege or assert that the initiating Party has an adequate remedy at law in respect to the relief sought in the proceeding, nor shall the respondent seek the posting of a bond by the Party initiating the action. In no event shall a Party’s directors, management, employees, agents, or consultants be individually liable for any damages resulting from the disclosure of any Confidential Information in violation of the provisions of this Section.

The Parties expressly acknowledge and agree that no third party, including any developer or installer of the System is expressly bound by the provisions of this Section 16, and GC understands that in order to maintain the confidential nature of any of its Confidential Information with respect to such third party, it should enter into a separate confidentiality agreement with any such third party.

17. Administration of Contract. Each Party hereby designates the employee identified below as its administrator for purposes of this Contract. Each Party may change its designated administrator(s) by giving not less than two (2) days prior written notice of its new administrator to the other Party.

GC Administrator:

Contact Name:

Telephone No.:

Fax No:

APS Reservation Coordinator

Contact Name: Reservation Coordinator
Telephone No.: (602) 328-1924
Fax No.: (602) 328-1991

Invoices:

Attention: APS Energy Settlements
Telephone No.: (602) 250-3150
Fax No.: (602) 250-2325

In consideration of APS' purchase of the Product herein, GC Administrator shall provide the APS Energy Settlements with a REC Certificate and Bill of Sale/Invoice, in the form attached hereto as Exhibit A ("REC Certificate"), which shall serve as a quarterly invoice referenced in Section 11 herein. GC shall provide the REC Certificate on a quarterly basis, in accordance with Sections 7 and 11 herein, for the full Term of this Contract.

18. Notices. All notices or other communications given, delivered or made under this Contract by either Party to the other Party will be in writing and may be delivered personally, by first class mail, overnight delivery service or by facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the Party may designate by two (2) days prior written notice given in accordance with this paragraph.

If to GC:

Company: Gila County Public Works
Address: 1400 E. Ash Street
Globe, AZ 85501
Contact: Shannon Coons
Telephone No.: (928) 402-8521
Fax No.: (928) 415-8104

With a copy to: PV Advanced Concepts, Tom Harris, 5215 E. Orchid Lane
Telephone No.: (602) 317-0015 Paradise Valley, AZ 85254
Fax No.:

If to APS:

Company: Arizona Public Service Company
Address: P.O. Box 53933
Phoenix, AZ 85072-3933

Contact: APS Renewable Energy
Mail Station 9649

Telephone No.: (602) 250-2547
Fax No.: (602) 250-3546

19. Independent Contractor. The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Contract, and that no Party will be considered or permitted to be an agent, servant, or partner of, nor in joint venture with, any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent. Each Party waives any and all rights that it may otherwise have under applicable laws or legal precedents to make any claims or take any action against the other Party or any of its related parties in respect of this Contract based on any theory of agency or fiduciary duty. The Parties agree that this Contract is intended solely for the benefit of the Parties hereto, and that nothing in this Contract shall be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Contract.

20. Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONTRACT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

21. Alternative Dispute Resolution. All disputes arising under this Contract are subject to the provisions of this Section 21.

- (a) **Mediation.** Any disputes between the Parties shall first be submitted to a non-binding mediation. The mediation shall be commenced by written request of either Party and shall begin within thirty (30) calendar days of such written notice. The mediator shall be chosen by mutual agreement of the Parties within fifteen (15) calendar days of submission of the above written notice. Any discussions or materials presented during or for purposes of the mediation shall be confidential and governed by the limitations and restrictions of Rule 408 of the Federal and Arizona Rules of Evidence and/or any like

regulatory rules. The compensation and any costs and expenses of the mediation shall be borne equally by the Parties. Any arbitration commenced under this Section shall not be initiated until following the completion of the mediation detailed herein; provided, however, that if a Party refuses to participate in the mediation process as provided herein, the other Party may immediately initiate arbitration as set forth in this Section 21. Any dispute that remains unresolved thirty (30) days after the appointment of a mediator shall be settled by binding arbitration in accordance with the procedures set forth in this Section 21.

(b) Arbitration. Any disputes between the Parties and/or their respective representatives involving or arising under claim, counterclaim, demand, cause of action, dispute, and/or controversy relating to the terms of this Contract, or the breach thereof (collectively "Claims"), shall be submitted to binding arbitration, whether such Claims sound in contract, tort or otherwise. The arbitration shall be conducted in accordance with the Federal Arbitration Act and the then prevailing Commercial Arbitration Rules of the American Arbitration Association. The validity, construction, and interpretation of this agreement to arbitrate and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator(s). Submission shall be made upon the request of either Party. Within twenty (20) calendar days of the receipt by the respondent of service of the notice of arbitration, the Parties shall select one (1) arbitrator by mutual consent. If the Parties are unable to agree upon a single arbitrator, there shall be three (3) arbitrators. Specifically, in the event the Parties cannot agree upon a single arbitrator, both the claimant and the respondent shall appoint one (1) arbitrator within ten (10) calendar days after written notice by either Party that three (3) arbitrators shall be necessary. The two (2) arbitrators so appointed shall then select the third arbitrator within twenty (20) calendar days, who shall be the chairperson, of the tribunal. The chairperson shall be a person who has over eight (8) years of experience in energy-related transactions, and none of the arbitrators shall have been previously employed by either Party or have any direct interest in either Party or the subject matter of the arbitration, unless such conflict is expressly acknowledged and waived in writing by both Parties. The chairperson shall be bound to schedule and hear the dispute within six (6) Months after his/her appointment and shall render the panel's decision within thirty (30) calendar days after the hearing concludes. It is agreed that the arbitration proceeding shall be conducted in a neutral location mutually agreed to by the Parties. It is further agreed that the arbitrator(s) shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The compensation and any costs and expenses of the arbitrators shall be borne equally by the Parties. Any arbitration proceedings, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act. The award shall be final and binding on the Parties. The arbitrator(s) shall be bound to accept the position advanced by one of the Parties and shall not be authorized to effect a compromise in positions. Judgment upon any award may be entered in any court of competent jurisdiction. The Parties agree that all information exchanged as a result of any proceeding as described herein shall be deemed Confidential Information. Subject to any orders or preliminary ruling of the arbitrator(s), during the pendency of dispute resolution proceedings as provided in this Section 21(b), the Parties shall continue to perform under this Agreement in accordance with its provisions.

(c) Judicial Relief. Either Party may petition a court of appropriate jurisdiction, as described in Section 23, for non-monetary relief relating to any claim of breach of this

Contract in order to prevent undue hardship relating to any such claimed breach pending the appointment of an arbitration panel as described in this Section 21.

22. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona without regard to principles of conflict of laws.

23. Venue. Subject to the mandatory arbitration provisions herein, with respect to any proceeding in connection with any claim, counterclaim, demand, cause of action, dispute and controversy arising out of or relating to this Contract, each Party hereto irrevocably: (i) consents to the exclusive jurisdiction of the federal courts sitting in Phoenix, Arizona; provided, however, that if the federal courts sitting in Phoenix, Arizona refuse jurisdiction, the Parties agree to the exclusive jurisdiction of the state courts sitting in the County of Maricopa, State of Arizona; (ii) waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Contract.”

24. Assignment. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements; (ii) transfer or assign this Contract to an affiliate of such Party which affiliate’s creditworthiness is equal to or higher than that of such Party; or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. Any assignment in violation of this provision shall be deemed to be null and void.

25. Events of Default/Remedies. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Contract if such failure is not remedied within ten (10) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if such failure is not remedied within ten (10) Business Days after written notice;
- (c) the failure to perform any material covenant or obligation set forth in this Contract (except to the extent constituting a separate Event of Default, and except for GC's obligations to deliver the Product or produce the Minimum Contract Quantity, the remedies for which are set forth herein and in Sections 26 and 27) if such failure is not remedied within thirty (30) days after written notice; provided such thirty (30) day period shall be extended for an additional period not to exceed fifteen (15) days so long as the Defaulting party is diligently attempting to remedy such failure;
- (d) any failure to comply with applicable interconnection requirements including, but not limited to, operating the System in parallel with the APS distribution system without having received explicit permission from APS to do so;
- (e) such Party becomes bankrupt;

- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Contract to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (g) if, during any consecutive ninety (90) day period under this transaction, there have occurred three (3) or more GC failures as that term is used in Section 26, regarding which GC shall be deemed to be the Defaulting Party and regarding which APS shall also be entitled to its remedies under Section 26.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right but not the obligation to: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate the transaction under this Contract consistent with the provisions of the succeeding paragraph; (ii) withhold any payments due to the Defaulting Party under this Contract; and (iii) suspend performance.

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount as of the Early Termination Date. The Non-Defaulting Party shall also calculate any amounts that it owes or owed to the Defaulting Party on or before the Early Termination Date (including any payments due to the Defaulting Party and withheld in the preceding paragraph). The Non-Defaulting Party shall take this total amount owed to the Defaulting Party and net it against the Settlement Amount (which shall also include any accrued but unpaid amounts due to the Non-Defaulting Party on or before the Early Termination Date) to arrive at a single payment amount (the "Termination Payment"). The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. Notwithstanding the foregoing, in no event shall any Termination Payment made by APS to GC, together with any amounts otherwise paid by APS to GC under this Contract, exceed the Aggregate Contract Price.

As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.

26. Failure to Deliver Product. If GC fails to deliver any portion of the Contract Quantity actually produced and required to be delivered under the terms of this Contract, GC shall pay APS for any such deficiency in an amount equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price plus reasonable legal costs incurred by APS in enforcement and protection of its rights under this Contract. Each Party hereby stipulates that the payment obligations set forth above are reasonable in light of the anticipated harm and each Party hereby waives the right to contest such payments as an unreasonable penalty or otherwise.

27. Failure to Produce the Minimum Contract Quantity. If the System fails to produce the Minimum Contract Quantity as described in Section 6, APS shall be entitled, in its sole discretion, to either terminate this Contract or, upon written notice to GC, modify the Contract Quantity accordingly. In the event that APS exercises such right to terminate, neither APS nor GC shall have any further obligation to one another under this Contract except that the provisions contained in Sections 16 and 29 shall survive any such termination, together with any other provisions that survive termination by

operation of law. In addition, APS shall be entitled to recover damages associated with such termination, in accordance with the procedures set forth in Section 25. Specifically, since pursuant to Section 7 APS may pay GC in advance for RECs that it is entitled to receive beyond the term of payment under this Agreement, an early termination pursuant to this Section 27 will result in APS having paid for RECs that it did not yet receive. Accordingly, APS shall be entitled to recover damages associated with a termination under this Section 27 by declaring an Early Termination Date and calculating a Settlement Amount in accordance with the procedures set forth in Section 25.

28. Taxes. GC shall pay or cause to be paid, all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Product prior to its delivery to APS. APS shall pay or cause to be paid, all Taxes on or with respect to the Product after delivery from GC (other than ad valorem, franchise, or income taxes which are related to the sale of the Product and therefore the responsibility of GC). Nothing herein shall obligate or cause a Party to pay or be liable to pay any taxes for which it is exempt under the law. Each Party shall indemnify, defend and hold the other Party harmless from any liability against all of any Taxes for which the indemnifying Party is liable.

29. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party, unless a claim is due to the other Party's willful misconduct. Each Party shall indemnify, defend and hold harmless the other Party against any Taxes for which such Party is responsible under Section 28.

30. Forward Contract. The Parties acknowledge and agree that this transaction is a forward contract and that the Parties are forward contract merchants, as those terms are used in the United States Bankruptcy Code. The Parties acknowledge and agree that the transaction, together with this Contract, form a single, integrated agreement, and agreements and transactions are entered into in reliance on the fact that the agreements and each transaction form a single agreement between the Parties.

31. Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

32. Non-FERC Jurisdictional. The Product will be RECs, as defined herein, and shall not be subject to the jurisdiction of the Federal Energy Regulatory Commission or successor agency or commission under the Federal Power Act.

33. Entire Agreement; Amendments. This Contract contains the entire agreement of the Parties and there are no oral or written representations or understandings or agreements between the Parties respecting the subject matter of this Contract, which are not expressed herein. No amendment or modifications to this Contract shall be enforceable unless reduced to writing and executed by both Parties.

By its signature below, Participant acknowledges that it has read and understands this Contract and agrees to be bound by all of the terms and conditions set forth herein.

Gila County – Central Heights Complex
("GC ")

Signed: _____

Name: Tommie Cline Martin

Title: Chairman, Gila County Board of Supervisors

Date: _____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

EXHIBIT A – Sample Only
Production Based Incentive - PV
REC Certificate and Bill of Sale / Invoice

Participant ("Seller") hereby transfers and delivers to Arizona Public Service Company ("APS") the Environmental Attributes associated with the energy produced by the solar system (the "System") as described in the CREDIT PURCHASE AGREEMENT between the Parties dated _____ (the "Contract"). Terms used but not defined herein shall have the meaning set forth in the Contract.

The Photovoltaic System is located at _____.

<u>Monthly Meter Read Date</u>	<u>KWh generated</u>
_____, 20__	_____
_____, 20__	_____
_____, 20__	_____

Total PV Quarterly Production: _____ kWh x \$_____ per kWh = \$_____

Total Amount Due: \$_____

One (1) REC represents the Environmental Attributes and REC reporting rights associated with one (1) kWh generated from the Renewable Energy resource, as defined in the Contract.

Seller further attests, warrants and represents as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to APS is its one and only sale of the Environmental Attributes with respect to the energy referenced herein and no third party has claimed nor can claim any interest in such Environmental Attributes;
- iii) the System identified above produced the number of kWh above during the period indicated above; and
- iv) Seller covenants that all RECs required to be delivered hereunder satisfy all Arizona Renewable Energy regulatory requirements set forth in the Contract;

This serves as a bill of sale, transferring from Seller to APS all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the above referenced energy.

Contact Person: _____ phone: _____; fax: _____

ACH Account Information/Instructions: _____.

Participant

Signed: _____
 Name: _____
 Title: _____
 Date: _____

Bank Name _____
 ABA# _____
 Acct.# _____
 Ref: _____

EXHIBIT B – Sample Only
COMMISSIONING CERTIFICATE

Customer Details:

Name:
Correspondence Address:
Installation Address: (if different)

Installer Details:

Installer Company Name:
Accreditation No.
Address:

Telephone:
Email Address:
Website:
Installation carried out by:
(if different from above)

System Details:

Manufacturer
Model:
System Peak Power Output kWh
Inverter Manufacturer

Participant (Seller) hereby certifies that the photovoltaic system installed on its property (the "System") has been installed and commissioned at the above-referenced address. **Participant** certifies that the following conditions precedent to commercial operation of the System have been satisfied:

1. **Participant** has obtained and is in compliance with all governmental and regulatory authorizations required for the construction, and operation of the Project, including, but not limited to, any and all permits and/or approvals as required by an AHJ, or if the site is not governed by an AHJ, the Participant has provided certification in lieu of AHJ clearance, acceptable to APS in its reasonable discretion;
2. **Participant** has an established rate schedule either pursuant to a fully executed SCS or by application of a pre-approved APS rate schedule, which **Participant** shall specifically delineate;
3. The System was installed by a contractor holding an active license appropriate for installation of the System with the Arizona Registrar of Contractors;
4. **Participant** has executed an Interconnection Agreement and the System meets all applicable interconnection requirements;
5. **Participant** has installed meter sockets acceptable to APS;
6. **Participant** has installed the necessary dedicated phone lines;
7. The System meets the Equipment Qualifications identified in Exhibit E attached to the Contract;
8. The System is operating correctly; and

9. **Participant** further certifies that it has title to and ownership of all RECs associated with the energy produced by the System and is legally able to transfer ownership of such RECs to APS in connection with the Contract and has provided documentation of such title and ownership to APS as requested by APS in its sole discretion.

I certify that all statements made in this Certificate are correct to the best of my knowledge and that I have the authority to bind **Participant** to the statements made herein.

Participant
("Participant ")

Signed: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGED AND AGREED:

ARIZONA PUBLIC SERVICE COMPANY
("APS")

Signed: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C
PHOTOVOLTAIC SYSTEMS
ELIGIBLE PROJECT COSTS

The following costs, subject to review and approval by APS in its sole discretion, may be included in total eligible project cost:

- **Photovoltaic equipment capital cost for Major System Components and all parts and materials as necessary for proper functioning of the system**
- **Engineering and design cost**
- **Construction and installation costs. For projects in which the generation equipment is part of a larger project, only the construction and installation costs directly associated with the installation of the energy generating equipment are eligible**
- **Engineering feasibility study costs**
- **Building permit costs**
- **Sales tax and use tax**
- **On-site System measurement, monitoring and data acquisition equipment**
- **Necessary mounting hardware and installation costs excluding any costs that might have been incurred had a photovoltaic system not been installed, such as roof resurfacing, roof replacement or replacement of roof structural elements due to failure or need to upgrade for purposes other than solar array mounting.**
- **Cost of capital included in the System price by the vendor, contractor or subcontractor (the entity that sells the System) is eligible if paid by the owner of the System**
- **Interconnection costs, including:**
 - **Electric grid interconnection application fees**
 - **Metering costs associated with interconnection**

EXHIBIT D
RESERVATION APPLICATION
[ATTACHED]

EXHIBIT E

EQUIPMENT QUALIFICATIONS

- All components of the PV System must be new and must not have been previously placed in service in any other location or for any other application
- All photovoltaic modules must be certified by a nationally recognized testing laboratory as meeting the requirements of UL 1703.
- The inverter must be listed to UL 1741.
- All other electrical components must be UL listed.
- All systems shall be installed with an array angle above horizontal (horizontal tilt angle) between 0 degrees and 60 degrees, and an array azimuth angle from due south of plus or minus 110 degrees of due south. The shade factor shall not exceed 59%.
- PV modules must be covered by a manufacturer's warranty of at least twenty (20) years.
- Inverters must be covered by a manufacturer's warranty of at least five (5) years. The remaining operational life must be supported by a planned maintenance or equipment replacement schedule.
- Participant must be the original purchaser of the System.
- It must be a complete solar system, which includes solar panels, inverter, and all other related equipment required to provide AC electricity to Participant's premises.
- It must satisfy all APS Interconnection Requirements. A copy of the APS Interconnection Requirements is available on aps.com or can be obtained by calling 602-328-1924. It is important to note that only an authorized APS representative can provide permission for your PV system to operate in parallel to the APS distribution system.
- The PV System must be installed consistent with the manufacturer's recommendations and comply with all applicable governmental statutes, codes, ordinances, rules and regulations, as well as generally accepted engineering, safety and installation practices.
- The Project must comply will all applicable local, state, and federal regulations
- Installations must meet applicable governmental statutes, codes, ordinances, and accepted engineering and installation practices
- APS may request copies of any documents to assure compliance with government, institutional, or program requirements that are either explicitly or implicitly described in this Credit Purchase Agreement.



APS Renewable Energy Incentive Program
P.O. Box 53933, Mail Station 9649
Phoenix, AZ 85072-3933
Commercial-Renewables@aps.com

October 20, 2011

Gila County
Central Heights Complex
5515 Apache Ave.
Globe, AZ 85501

RE: APS 2011 Production Based Renewable Energy Incentive Program
Reservation #18703

Dear Ms. Jones:

Congratulations!!! We are pleased to confirm your reservation has been approved.

Please keep in mind that this letter is only a confirmation that APS has reserved funding for your project, not an approval that your system can be interconnected to the APS network. An interconnection application, along with all required diagrams, must also be submitted for review in accordance with the APS interconnection requirements. As part of the interconnection review process, APS will advise you of any additional requirements, including whether or not an interconnection study will be required, and estimated costs of any modifications needed to the APS system in order to accommodate your project. A copy of APS's Interconnection Requirements can be found at www.aps.com/dg.

It is strongly recommended that no equipment be ordered or installed until preliminary approval of the interconnection application is granted by APS. Should you have additional questions regarding the interconnection process, you can contact the distribution interconnection group at Commercial-Renewables@aps.com or by calling 602-371-6160.

Following are important milestone dates that must be met in order to keep funding reserved for your system:



PLEASE NOTE: Missing milestone dates may cause funding for your project to be cancelled. If you foresee any delays prohibiting you from meeting a required milestone dates for this project, please contact your APS Renewable Energy Incentive Program Representative listed below immediately.

The next step in the process is to review, execute and return the enclosed Credit Purchase Agreement (CPA) within 45 days of the date of this letter so that funds remain reserved for your project. If the CPA is not executed and returned by September 5, 2011, your reservation will be cancelled, and the funds will be released for other projects.

The enclosed CPA for Grid Tied Photovoltaic Systems is designed as a standard contract form made available to all participants. APS will not accept any change to the form made unilaterally by any participant. Please review and sign both originals of the CPA. **Retain one original for your records**, and return the other original to the address listed below:

APS Renewable Energy Incentive Program
Mail Station 9649
PO Box 53999
Phoenix AZ 85072-3999

Your APS Renewable Energy Incentive Program Representative for this project is Rex Stepp, who will be contacting you within the next couple weeks to discuss your project. In the meantime, if you have any questions, you can reach Rex at (602) 250-3043 or Rex.Stepp@aps.com.

Thank you for your interest in renewable energy.

Sincerely,

Sonja Schroder
Commercial-Renewables@aps.com

PLEASE NOTE: APS has reviewed your incentive application only to confirm that it meets the application requirements set forth by the Arizona Corporation Commission, and is processing your application accordingly. In doing so, however, APS makes no determination as to the accuracy of any projected economic or other benefits associated with the contract between you and the solar provider, or whether the terms of that contract conform to other legal or regulatory requirements.

cc: Rex Stepp
Kitchell Contractors Inc. of Arizona
Tioga Energy, Inc.



**2011 SCHOOLS AND GOVERNMENT PROGRAM
PHOTOVOLTAIC SYSTEM (GRID-TIED)
PRODUCTION BASED INCENTIVE RESERVATION
APPLICATION**

This Incentive Program is funded by APS customers and approved by the Arizona Corporation Commission

Is this a revision of a previously submitted reservation application? Yes No

In order to qualify for a production based incentive under the Schools and Government Program, the total incentive over the lifetime of the project must be over \$75,000. Projects not meeting this requirement may apply for funding using our Non-Residential Up-Front Incentive program application.

RESERVATION APPLICATION

APS Customer Name GILA COUNTY

(This should be the customer name as shown on APS bill for this location. If the name you want is different than what APS has in our system, please contact the APS customer care center at 602-371-7171 and make the account name change PRIOR to submitting the reservation application).

Division of Government name or School District Name: Central Heights Complex

Installation Address 5515 Apache Ave Globe, AZ 85501

County : GILA

Is the property: Owned Leased

If leased, a Landlord-Tenant rider will also be required and must be submitted with the application (located at www.aps.com/gosolar).

APS Account Number * 732014281

Meter Number * (6 digits) G71791

(Meter Number associated with installation address)

Are you a: School or Government Entity

Is this system applying for the 2011 Solar Daylighting Deployment Drive reimbursement**? Yes No

* If there is currently no electrical service at the installation site, please leave account and meter number blank and check here.

**For details on the Solar Daylighting Deployment Drive, please email SolarSchoolGovt@aps.com

APS CUSTOMER CONTACT INFORMATION (Please Note: installer/dealer contact information requested on next page)

APS Customer Contact Name Gila County Public Works Diana Jones Email: djones@co.gila.az.us

Business Phone 928-402-8516 Alternate Phone N/A

Fax Number 928-425-8104

Mailing Address 1400 E. Ash Street Globe, Arizona 85501
(No P.O. Boxes, please - must be able to receive FedEx deliveries at this address)

Is the Customer a dealer or manufacturer of any of the components proposed in the qualifying system, or an employee of a dealer or manufacturer? Yes No

If customer is a dealer, employee of, or a manufacturer of the system components, system costs are limited to actual costs rather than retail.

Is the Customer the primary occupant at the site location? **XXX** Yes No

If not, are you the landlord or owner? Yes No

***NOTE:** All school PV systems participating in the 2011 APS Schools and Government Solar program will be required to install an APS "Mission: Sustainability" School Kiosk prior to incentive payment being requested. For a list of supplied materials and a marketing guide for the APS "Mission: Sustainability" School Kiosk, please contact Jon Higuchi at Jon.Higuchi@aps.com.

INSTALLER INFORMATION

Installer Name (please supply full legal name) Kitchell Contractors Inc, of Arizona

Contact Name Greg Patzer Email GPatzer@kitchell.com

Telephone (602) 798-5711 Fax (602) 798-5758

Mailing Address 1707 E Highland, Suite 200, Phoenix, AZ 85016

Installer's Arizona Registrar of Contractors (AZROC) License Information

Number ROC067969 Class B-01 Expiration 11/30/2012

EQUIPMENT DEALER INFORMATION (If same as installer, check here XXX)

Dealer Name (please supply full legal name) _____

Contact Name _____ Email _____

Telephone _____ Fax _____

Mailing Address _____

Dealer's Arizona Registrar of Contractors (AZROC) License Information

Number _____ Class _____ Expiration _____

SYSTEM OWNER INFORMATION (if different than customer)

Company Name (please supply full legal name) A special purpose LLC owned by Tioga Energy, Inc

Contact Name Marc Roper, Vice President of Sales & Marketing Email mroper@tiogaenergy.com

Telephone (415) 625-0700 Fax (415) 513-1645

Mailing Address 123 Mission Street, 9th Floor, San Francisco, CA 94105

SYSTEM INFORMATION [Please contact your dealer/installer if unsure of the information to provide in this section]

Estimated Installation Date 4/1/2012 Is this a system expansion? Yes **XXX** No

(For Production Based Incentives, the system must be installed within 365 days from date of reservation. Allowing for engineering, permitting and interconnection approvals, what is the realistic estimated date of installation?)

If you plan for the system to be installed in 2011, the following year-end interconnect deadlines apply:

1. **October 7, 2011:** interconnection application with full set of diagrams must be submitted
2. **November 4, 2011:** diagrams must be approved
3. **November 18, 2011:** scheduling of inspection must be confirmed

Estimated number of PV Panels 658 PV Module Manufacturer Trina Solar
Model # TSM-PC14 UL Listing UL 1703

What is the DC watt rating per panel? 280
Estimated number of Inverters 2 Inverter Manufacturer PV Powered
Model #(s) (1) PVP75kW-480; (1) PVP100kW-480 UL Listing UL 1741

What is the AC watt rating of each inverter? (1) 75kW-AC; (1) 100kW-AC

Estimated Total Project Costs* and system installation \$1780106

* Total Project Costs is defined in the Credit Purchase Agreement and may include eligible financing, if applicable.

APS Compensation for Excess Production from PV System:

Please indicate your rate plan choice for any excess kWh production that will be delivered to the APS distribution system by your PV system. Please note that the rate chosen below is not a guarantee, but will be confirmed during the review process.

XXX EPR-6 (Energy sent back to the APS grid will appear as a kWh credit on your bill, often called "net metering". Any unused kWh credits that appear in the last billing cycle of the year will be paid out at a wholesale price) **NOTE: In order to qualify for this rate, the total AC inverter rating(s) CANNOT exceed 125% of the customer's metered peak demand during the last twelve months. Note, this Net-Metering rider is not available to Schools on the GS-SCHOOLS M or GS-SCHOOLS L rate schedule.**

- EPR-2 (Energy sent back to the APS grid will be purchased by APS at a wholesale price, often called "net billing")
- SC-S (If your inverter size is 100 kWac or larger and you are not using EPR-6, you must select the Standard Contract-Solar, or SC-S, rate. Energy sent back to the APS grid will be purchased by APS at the EPR-2 price, but additional standby charges may also apply based on customer demand.)

Rate schedules are posted at www.aps.com or call 602-328-1924.

POTENTIAL ADDITIONAL CHARGES:

Additional charges could include, but are not limited to:

- Upgrades to APS existing infrastructure required to support customer project
- Additional equipment required based on size or design of system
- RTUs as required by the interconnection study group

A copy of APS's Interconnection Requirements can be found at http://www.aps.com/main/green/choice/choice_79.html

INCENTIVE REQUEST

Please review the following information prior to completing the Incentive Request below. Payment of the requested incentive is subject to the following Incentive Program guidelines:

Funding reservations for production-based incentives are awarded on a competitive basis. For more detailed information, please see the [decision process](#) on the APS website at www.aps.com/gosolar under the appropriate program and technology. The per kWh incentive levels listed below are **maximum** amounts available. Because this is a competitive process, requesting less than the maximum amount will typically provide a more competitive ranking score.

Requested Renewable Energy Credit (REC) Agreement Term Incentive:

XXX 15-Year-\$0.171/kWh

20-Year-\$0.155/kWh

The following information is REQUIRED to process your application:

1. Most recent 12 month usage history (kWh) for the meter the system is interconnecting to at the installation site: 352080 kWh (If this is new construction, please provide an annual use estimate along with supporting documentation such as E-sheets from your electrical engineer).
2. Highest Peak demand (kW) during the most recent 12 month usage history: 142 kW
3. Proposed kWdc System Size: 184.24 kWdc

4. Proposed System Inverter Size: 175 (100 & 75) kWac (Maximum 2MWac)
5. System Size: 184.24 kWdc x Estimated Annual kWh per kWdc*: 1632 = Anticipated Annual kWh Production** 300679 kWh per year

* **Please include PV Watts calculation Sheet** (<http://redc.rirel.gov/solar/calculators/PVWATTS/version2/>)

7. Estimated kWh per kW according to **PVWatts2** (please attach) 1632 kWh per kW
8. Anticipated Annual kWh Production 300679 x \$.171 per kWh (REC Term Incentive)
= Estimated Annual Incentive Payment \$ 51416.109
9. For School Districts, what is your Project Ranking Matrix total?: NA

****NOTE: Annual system production CANNOT exceed annual metered consumption**

ASSIGNMENT OF PAYMENT

Will payment be assigned to an installer, dealer or manufacturer of the qualifying system? Yes No If yes, please provide the following information:

Name of Assignee: A special purpose LLC owned by Tioga Energy, Inc

Mailing Address: 123 Mission Street, 9th Floor, San Francisco, CA 94105

CONFIDENTIALITY

Neither Party shall disclose any non-public, confidential or proprietary information relating to the Reservation (the "Confidential Information") to any third party (other than the Party's employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) without the other Party's prior written consent. In the event that any Party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the legally compelled Party shall give the other Party providing such Confidential Information prompt prior written notice of such requirement so that the providing Party may seek a protective order or other appropriate remedy and/or waive compliance with this Confidentiality provision. In the event that such protective order or other remedy is not obtained, the providing Party waives compliance with the terms hereof with respect to such Confidential Information.

Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of the provisions of this Paragraph, although neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of the provisions of this Paragraph, whether a claim is based in contract, tort, or otherwise.

Have you provided the required attachments?

XXX PV Watts calculation sheet (<http://redc.mel.gov/solar/calculators/PVWATTS/version2/>)

NA Project Ranking Matrix Sheet (only necessary for School Districts)

XXX A written system description

XXX A Landlord-Tenant Rider, if applicable

NA If this is new construction, supporting documentation for estimated annual usage

If your reservation is approved, please note the following timelines:

1. You are required to submit a copy of a Qualified Provider document within 30 days of reservation approval to signify that a developer has been selected.
2. Your signed Credit Purchase Agreement must be returned to APS within 60 days of submission of the Qualified Provider document.
3. Submittal of an Interconnection Application within 90 days of reservation date
4. A progress update is required at 150 days from reservation date, including status of the following:
 - a. Interconnection Application
 - b. Local permitting applications
 - c. Equipment orders
5. System must be installed within 365 days from reservation date.

Projects not meeting timelines may be cancelled. If extenuating circumstances exist, you may request consideration for an extension by contacting APS at SolarSchoolGovt@aps.com. If your project requires outside financing, it should be secured at the beginning of the application process. Please note that extensions will not be granted for lack of secured financing.

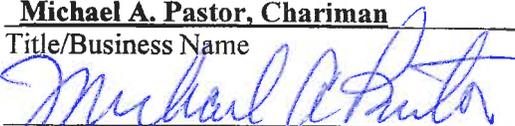
This Reservation Request and any attachments provided supersede all prior Reservation Requests submitted for the installation address listed on the first page of this document and for this particular technology.

Please note that this is a CUSTOMER program, and the signature required is that of the of APS customer of record. By signing below, customer acknowledges that all application information and all required documents provided have been submitted in good faith.

CUSTOMER:

Gila County
Name (Please Print)

Michael A. Pastor, Chariman
Title/Business Name


Signature

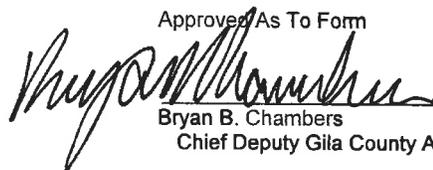
8/16/2011
Date

In order for an application to be submitted, please submit this request electronically to SolarSchoolGovt@aps.com. Once the application is received, a confirmation email will be sent to the e-mail address from which the application was sent. If a confirmation response is not received within five days, you should contact APS by sending a follow-up email to SolarSchoolGovt@gjaps.com.

APS will not accept incomplete applications. Please note:

- APS is not responsible for applications not received due to an undeliverable email address
- A reservation application will not be accepted unless it is signed by the APS customer of record
- A reservation application must be received by the nomination period deadline (which ends the last BUSINESS day of the month - weekends are not included in the deadline period)

Approved As To Form


Bryan B. Chambers
Chief Deputy Gila County Attorney



**AC Energy
&
Cost Savings**



(Type comments here to appear on printout; maximum 1 row of 80 characters.)

Station Identification		Results			
Cell ID:	0188372	Month	Solar Radiation (kWh/m ² /day)	AC Energy (kWh)	Energy Value (\$)
State:	Arizona	1	4.00	18702	1667.66
Latitude:	33.4 ° N	2	4.73	19806	1766.10
Longitude:	110.7 ° W	3	5.79	26320	2346.95
PV System Specifications		4	6.98	29982	2673.49
DC Rating:	184.2 kW	5	7.63	32638	2910.33
DC to AC Derate Factor:	0.858	6	7.82	31382	2798.33
AC Rating:	158.0 kW	7	7.13	29636	2642.64
Array Type:	Fixed Tilt	8	6.57	27455	2448.16
Array Tilt:	10.0 °	9	6.14	25177	2245.03
Array Azimuth:	180.0 °	10	5.30	23356	2082.65
Energy Specifications		11	4.39	19303	1721.25
Cost of Electricity:	8.9 ¢/kWh	12	3.63	16920	1508.76
		Year	5.85	300678	26811.46
<p>Output Hourly Performance Data</p> <p><i>(Gridded data is monthly; hourly output not available.)</i></p>		<p>Output Results as Text</p> <p>Saving Text from a Browser</p>			
<p>Run PVWATTS v.2 for another location</p>		<p>Run PVWATTS v.1</p>			

Attachment 2: Central Heights System Description

Solar System Description – Gila County Central Heights Complex

Location: 5515 Apache Ave, Globe, AZ 85501
Account: 732014281
Meter: G71791
System Size: 184.24 kW
Modules: Trina 280w
Inverter(s): PVP 100kW; PVP 75kW
Type of Solar: Covered Parking
Structure Use: County office work; mostly day use

Description

This system will support the electrical use of the Gila County Central Heights Complex. As stated in the accompanying 'System Sizing' section below, this system is compliant with the APS School and Government Incentive Program's usage and demand restrictions.

This system consists of solar covered parking structures facing approximately due south to slightly off due south (160deg-200deg). The modules will be tilted at approximately 10 degrees. The modules will be standard polycrystalline-silicon Trina Solar 280w (TSM-280-PC14) and the inverters will be one (1) PV Powered 100 kW and one (1) PV Powered 75kW. The system layout will have the following parameters:

- Grouped into several sections to accommodate the existing parking lot dimensions
- Set in close proximity to the building and Service Entrance Section
- Comprised of both single car (L) and dual end to end (T) layouts

System Sizing (Compliance with Program Demand/Usage Restrictions)

This system is not expected to approach either the annual usage (approx. 352,080 kWh) or demand limits (approx. $1.25 \times 142 \text{ kW} = 178 \text{ kW}$) mandated in the APS School and Government Incentive Program.

Usage: Using PVsyst production modeling that utilizes data from the nearest TMY3 weather station, we have accurately calculated this 184.24 kW system to yield a 1632 kWh/kWp production factor (NOTE: this production factor has also been substantiated using PVWatts v2, as seen in the accompanying reports). With an expected 1st year system output of 300,679 kWh, the system is expected to support approximately 85% of total usage (352,080 kWh), providing a comfortable margin below the Program ceiling of 100% of usage.

Demand: With a 142 kW peak demand in the last 12 months, the maximum allowed inverter size is 178 kW ($1.25 \times 142 \text{ kW}$). However, since the inverters selected for this system will only use 175 kW of capacity, they have been sized below the Program demand sizing constraint exists as well.

Attachment 3: Central Heights Landlord Tenant Rider



LANDLORD INFORMATION

Landlord Name Miami Unified School District No. 40
 Phone (928) 425-3085 Email Lleague41@hotmail.com
 Mailing Address 4739 E. Ragus Road, Globe, Arizona 85501

*Central Heights
 School Districting 2/11*

PLEASE NOTE THAT APPLICANTS MUST HAVE AN ACTIVE LANDLORD/TENANT RENTAL AGREEMENT WITH THE APPLICANT IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE INCENTIVE PROGRAM.

Tenant Name Gila County; Michael A. Pastor, Chairman Board of Supervisors
 Phone (928) 425-3231 Email mpastor@co.gila.az.us
 Mailing Address 1400 East Ash Street, Globe, Arizona 85501

Recipient of Incentive Payment Landlord Tenant Party

If payment will go to a 3rd Party, please specify name and address of the recipient in order for payment to be made by the System dealer, Installer, or manufacturer.

Tioga Energy 123 Mission Street, 9th Floor
San Francisco, California 94105 (415) 625-0715

ROLES AND RESPONSIBILITIES

Owner of Renewable Energy System Landlord Tenant
 Party responsible for maintenance of the Renewable Energy System Landlord Tenant

NOTE: Your signature below is your acknowledgement that the owner of the Renewable Energy System and the party responsible for maintenance of the System are jointly responsible for compliance with the Terms and Conditions for APS's Renewable Energy Incentive Program.

Responsible Party for APS Account Landlord Tenant

ALL PARTIES ARE BOUND TO PROMPTLY INFORM APS BEFORE THERE IS ANY CHANGE TO THE ROLES AND RESPONSIBILITIES SPECIFIED IN THIS LANDLORD/TENANT RIDER. A CHANGE TO THE ROLES AND RESPONSIBILITIES MAY RESULT IN THE NECESSITY TO COMPLETE AN AMENDED AGREEMENT.

LANDLORDS

Robert J. ...
 Name
[Signature]
 Signature
[Date]
 Date

TENANTS

Michael A. Pastor, Chairman
 Name
[Signature]
 Signature
9/15/11
 Date



GILA COUNTY ATTORNEY Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

Explanation of the Gila County Attorney's Office "Approval as to Form" Review

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-931

Regular Agenda Item 2- E

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: County Manager

Fiscal Year: FY 2011-2012
Budgeted?: Yes

Contract Dates 11-15-11 to 11-15-11
Grant?: No

Begin & End:

Matching No
Fund?: New

Requirement?:

Presenter's Name: Don McDaniel

Information

Request/Subject

Quit Claim of the Gila Pueblo and Payson College Campuses from Gila County to Gila Community College.

Background Information

On October 18, 2011, the Board of Supervisors approved a motion for the County to move forward with the transfer of ownership by quit claiming both the Gila Pueblo Campus and the westerly 32.459 acres of the Payson Campus to the Gila County (Provisional) Community College District.

Evaluation

Per Section 6. Provisional Community College Districts; real property transfer of H.B. 2113, "A county that received real property from the former State Board of Directors for Community Colleges may transfer title of that real property to a provisional community college district on or before January 1, 2013. A transfer conducted pursuant to Section 6 is exempt from A.R.S. §11-251, paragraph 9, Arizona Revised Statutes." Therefore, the standard requirements and procedures for the County to sell or lease property do not apply in this this transfer from Gila County to the Gila County Community College District.

Conclusion

The original intent of the State Community College District Board of Directors was to transfer ownership of each of the campuses around the state to the individual Community College Districts. Had the Gila County Provisional Community College District been formed in time, the property would have been deeded to them. Special legislation approved in 2010 authorized the transfer of the campuses in Gila County by quit claim deed. Gila County desires to transfer both the Globe Campus and the westerly 32.459 acres of the Payson Campus to the Gila County Community College District by Quit Claim Deed.

Recommendation

The County Manager recommends that the Board of Supervisors approve the quit claiming of both the Gila Pueblo Campus and 32.459 acres of the Payson Campus to Gila Community College.

Suggested Motion

Information/Discussion/Action to authorize the issuance of a quit claim deed transferring ownership of a parcel of land in Globe used for the Gila Pueblo Community College Campus and the westerly 32.459 acres of a parcel of land in Payson used for the Gila Community College Campus from Gila County to Gila Community College, a Provisional Community College District pursuant to A.R.S. §15-1409. **(Don McDaniel)**

Attachments

Quit Claim Deed for Gila Community Colleges in Globe and Payson

Report of Title

EXHIBIT "A"

**GILA COMMUNITY COLLEGE CAMPUS
Located in Globe, Arizona**

**Gila County Public Works
Job No. GC2011-24**

**November 2, 2011
Page 1 of 2**

Real property situate in the County of Gila, State of Arizona, particularly described as follows:

That certain parcel of ground situate in Sections One (1) and Twelve (12), Township 1 South, Range 15 East, and HOMESTEAD ENTRY SURVEY NO. 66, Gila County, Arizona, more particularly bounded and described as follows:

BEGINNING at corner No. 1 of H.E.S. No. 66 marked with a stone corner, 1, H.E.S. No. 66, and which is of record in the office of the County Recorder of Gila County, Arizona; thence North 81° 08' East, 409.21 feet to the true point of beginning;

Thence North 00° 30' 11" East, 905.35 feet;

Thence North 89° 54' 11" East, 306.57 feet;

Thence North 00° 03' 02" West, 329.09 feet;

Thence North 88° 41' 11" East, 416.61 feet;

Thence South 20° 28' 06" East, 174.41 feet;

Thence South 81° 33' 24" East, 50.94 feet;

Thence South 32° 00' 40" East, 54.90 feet;

Thence South 20° 00' 20" East, 83.42 feet;

continued

Thence South 06° 30' 33" East, 79.74 feet;

Thence South 03° 06' 19" West, 193.83 feet;

Thence South 43° 01' West, 357.47 feet;

Thence South 05°41' East, 171.24 feet;

Thence South 88° 11' East, 205.22 feet;

Thence South 14° 58' 48" West, 63.02 feet;

Thence South 30° 06' 25" West, 137.75 feet;

Thence South 09° 07' 40" West, 127.59 feet;

Thence South 79° 44' 15" West, 785.76 feet;

**Thence North 00° 30' 11" East, 208.41 feet to the true point of beginning,
comprising an area of 22.94 acres, more or less.**

EXHIBIT “B”

**GILA COMMUNITY COLLEGE CAMPUS
Located in Payson, Arizona**

**Gila County Public Works
Job No. GC2011-24**

**November 2, 2011
Page 1 of 1**

Real property situate in the County of Gila, State of Arizona, particularly described as follows:

That certain parcel of ground situate in Section Two (2), Township 10 North, Range 10 East, of the Gila and Salt River Meridian, Gila County, Arizona, more particularly described as follows:

Parcel “1”, of Record of Survey/Minor Land Division recorded October 25, 2011, as Survey Map No. 4004, Gila County Records.

Pioneer Title Agency, Inc.

REPORT OF TITLE

OUR NO. 00216811

YOUR NO. Globe College Campus

Dated: November 3, 2011
at 7:30 a.m.

PIONEER TITLE AGENCY, INC. hereby reports that an examination of the title to the land described in Schedule A is vested as shown in Schedule A, subject to the liens, encumbrances, and defects as shown in Schedule B.

This is a report of status of title ONLY and is neither a guarantee of title, a commitment to insure or a policy of title insurance.

The total liability of the Agency is limited to the fee paid for this report.

SCHEDULE A

1. Title to the estate or interest covered by this report at the date hereof is vested in:

THE COUNTY BOARD OF SUPERVISORS OF GILA COUNTY

2. The estate or interest in the land hereinafter described in this report is a fee.

3. The land referred to in this report is situated in the County of Gila, State of Arizona, and is described as follows:

Exhibit A attached hereto and made a part hereof.

PIONEER TITLE AGENCY, INC.

By Lisa Jones /ij
Authorized Officer or Agent

SCHEDULE B

1. Reservations contained in the Patent from the United States of America reading as follows:
Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the land hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America; and any other reservation as set forth in the Statutes under which said Patent was issued.
2. Liabilities and obligations imposed by reason of the inclusion of said land within the following named district(s):

Name : Canyon Fire District
3. Easements and rights incident thereto, as set forth in instrument:

Recorded in Book : 4, Miscellaneous Records
Page : 21
Purpose : water pipe lines
4. Easements and rights incident thereto, as set forth in instrument:

Recorded in Book : 58, Deeds of Real Estate
Page : 59
Purpose : telegraph and telephone lines
5. The effect of Consent Instrument recorded November 16, 1978 in Docket 461, Page 455.
6. Easements and rights incident thereto, as set forth in instrument:

Recorded in Docket : 503
Page : 871
Purpose : electric lines
7. Restrictions, Conditions, Covenants, Reservations, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket : 330
Page : 344

Tax Parcel No. 102-27-008
(Exempt)

(All recording data refer to records in the office of the County Recorder of the County in which the land is situated.)

Exhibit A

Real property situate in the County of Gila, State of Arizona, particularly described as follows:

That certain parcel of ground situate in Sections One (1) and Twelve (12), Township 1 South, Range 15 East, and HOMESTEAD ENTRY SURVEY NO. 66, Gila County, Arizona, more particularly bounded and described as follows:

BEGINNING at corner No. 1 of H.E.S. No. 66 marked with a stone corner, 1, H.E.S. No. 66, and which is of record in the office of the County Recorder of Gila County, Arizona; thence North 81° 08' East, 409.21 feet to the true point of beginning;

Thence North 00° 30' 11" East, 905.35 feet;

Thence North 89° 54' 11" East, 306.57 feet;

Thence North 00° 03' 02" West, 329.09 feet;

Thence North 88° 41' 11" East, 416.61 feet;

Thence South 20° 28' 06" East, 174.41 feet;

Thence South 81° 33' 24" East, 50.94 feet;

Thence South 32° 00' 40" East, 54.90 feet;

Thence South 20° 00' 20" East, 83.42 feet;

Thence South 06° 30' 33" East, 79.74 feet;

Thence South 03° 06' 19" West, 193.83 feet;

Thence South 43° 01' West, 357.47 feet;

Thence South 05°41' East, 171.24 feet;

Thence South 88° 11' East, 205.22 feet;

Thence South 14° 58' 48" West, 63.02 feet;

Thence South 30° 06' 25" West, 137.75 feet;

Thence South 09° 07' 40" West, 127.59 feet;

Thence South 79° 44' 15" West, 785.76 feet;

Thence North 00° 30' 11" East, 208.41 feet to the true point of beginning.

ARF-962

Regular Agenda Item 2- F

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Claudia DalMolin, Chief Administrative Officer

Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Sheriff's Office

Fiscal Year: FY 2011

Budgeted?: Yes

Contract Dates 2011

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name: Claudia DalMolin

Information

Request/Subject

FY2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application

Background Information

This grant, if approved, will provide overtime for Gila County Sheriff's deputies when they are working with the Drug, Gang and Violent Crimes Task Force agents relating to specific drug activities.

Evaluation

The Gila County Sheriff's Office would like to submit a grant application for the Edward Byrne Memorial Justice Assistance Grant Program in order to provide overtime pay for Gila County Sheriff's deputies to work with the Drug, Gang and Violent Crimes Task Force agents in relation to specific drug activities. The grant is for the amount of \$13,234.

Conclusion

The Edward Byrne Memorial Justice Assistance Grant Program will allow the Gila County Sheriff's deputies to be paid for overtime in working with and assisting the Drug, Gang and Violent Crimes Task Force agents relating to specific drug activities.

Recommendation

The Gila County Sheriff recommends that the Board of Supervisors approve the Edward Byrne Memorial Justice Assistance Grant Program Application.

Suggested Motion

Information/Discussion/Action to approve the FY2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application in the amount of \$13,234.

(Claudia DalMolin)

Attachments

Edward Byrne Memorial Grant Application



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Overview

[Overview](#)

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

This handbook allows you to complete the application process for applying to the BJA FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

*Type of Submission	<input type="radio"/> Application Construction <input checked="" type="radio"/> Application Non-Construction <input type="radio"/> Preapplication Construction <input type="radio"/> Preapplication Non-Construction
*Type of Application	<div style="display: flex; justify-content: space-between;"> <div data-bbox="873 823 1185 919"> If Revision, select appropriate option If Other, specify </div> <div data-bbox="1185 772 1537 940"> <input type="text" value="New"/> <input type="text" value="Type of Revision"/> <input type="text"/> </div> </div>
*Is application subject to review by state executive order 12372 process?	<input type="radio"/> Yes This preapplication/application was made available to the state executive order 12372 process for review on <input type="text"/> <input type="text"/> <input type="text"/> <input type="radio"/> No Program is not covered by E.O. 12372 <input checked="" type="radio"/> N/A Program has not been selected by state for review

[Save and Continue](#)



**BJA FY 11 Edward Byrne Memorial Justice Assistance Grant
(JAG) Program Local Solicitation 2011-H5912-AZ-EJ**



[Application](#)

[Correspondence](#)

Switch to ... ▼

Application Handbook

Applicant Information

[Overview](#)

Verify that the following information filled is correct and fill out any missing information. To save changes, click on the "Save and Continue" button.

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

*Is the applicant delinquent on any federal debt	<input type="radio"/> Yes <input checked="" type="radio"/> No
*Employer Identification Number (EIN)	86 - 6000444
*Type of Applicant	County ▼
Type of Applicant (Other):	
*Organizational Unit	Gila County Sheriffs Office
*Legal Name (Legal Jurisdiction Name)	Gila County
*Vendor Address 1	1400 East Ash Street
Vendor Address 2	1100 South Street
*Vendor City	Globe
Vendor County/Parish	Gila
*Vendor State	Arizona ▼
*Vendor ZIP	85502 - 0311 Zip+4 Lookup
Please provide Point of Contact Information for matters involving this application	
*Contact Prefix:	Ms. ▼
Contact Prefix (Other):	
*Contact First Name:	Claudia
Contact Middle Initial:	
*Contact Last Name:	DalMolin
Contact Suffix:	Select a Suffix ▼
Contact Suffix (Other):	
*Contact Title:	Chief Administrator

*Contact Address Line 1:	1400 East Ash Street		
Contact Address Line 2:	1100 South Street		
*Contact City	Globe		
Contact County:	Gila		
*Contact State:	Arizona <input type="button" value="v"/>		
*Contact Zip Code:	85502	-	0311 Zip+4 Lookup
*Contact Phone Number:	928	425	3231 Ext: 8572
Contact Fax Number:	928	425	5674
*Contact E-mail Address:	cdalmoli@co.gila.az.us		Email Help

[Save and Continue](#)



[Application](#)

[Correspondence](#)

Switch to ... ▼

Application Handbook

Project Information

[Overview](#)

[Applicant
Information](#)

[Project Information](#)

[Budget and
Program
Attachments](#)

[Assurances and
Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked
Questions](#)

[GMS Home](#)

[Log Off](#)

*Descriptive Title of Applicant's Project	
Gila County Sheriff's Deputies Overtime in working with the Drug, Gang and Violent crimes task force agents relating to specific drug activities.	
*Areas Affected by Project	
Gila County - Globe, Young, Winkleman, Roosevelt, Payson Arizona	
Proposed Project	
	*Start Date July ▼ 01 ▼ 2011 ▼
	*End Date July ▼ 30 ▼ 2013 ▼
*Congressional Districts of	
	Project Congressional District 01, AZ Congressional District 02, AZ Congressional District 03, AZ Congressional District 04, AZ ▲ ▼
*Estimated Funding	
Federal	\$ 13234 .00
Applicant	\$ 0 .00
State	\$ 0 .00
Local	\$ 0 .00
Other	\$ 0 .00
Program Income	\$ 0 .00
TOTAL	\$ 13234 .00

Save and Continue ▶



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Budget and Program Attachments

[Overview](#)

This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

Task Force Hours.xlsx	Delete
Click on the Attach Button to upload an attachment	Attach

[Continue](#)

Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

Task Force ERE and Hours
January 2011 - June 2011

Name:	Hourly Wage	Overtime Hours	Total:	Fica	Medicare	Dep. Ret.	Worker	Health Insurance	Uniform
Sgt. #1	\$27.22	177.00	\$4,817.94	6.20%	1.45%	20.48%	3.75%	595.84 Monthly	\$0.29
Agent: #1	\$21.80	102.00	\$2,223.60	137.86	32.24	\$455.39	83.39	379,848	29,478
Agent: #2	\$21.80	43.50	\$948.30	58.79	13.75	\$194.21	35.56	161,994	12,5715
Agent: #3	\$22.34	31.50	\$703.71	43.63	10.20	\$144.12	26.39	117,306	9,1035
	\$93.16	354.00	\$8,693.55	539.00	120.71	\$1,780.44	326.01	1318,296	102,306
Total: \$13,234.31									



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

[Assurances and Certifications](#)

[Review SF 424](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

*Prefix:	<input type="text" value="Ms."/> <input type="button" value="v"/>
Prefix (Other):	<input type="text"/>
*First Name:	<input type="text" value="Claudia"/>
Middle Initial:	<input type="text"/>
*Last Name:	<input type="text" value="DalMolin"/>
Suffix	<input type="text" value="Suffix:"/> <input type="button" value="v"/>
Suffix (Other):	<input type="text"/>
*Title:	<input type="text" value="Chief Administrator"/>
*Address Line 1:	<input type="text" value="1400 East Ash Street"/>
Address Line 2:	<input type="text" value="1100 South Street"/>
*City:	<input type="text" value="Globe"/>
County:	<input type="text" value="Gila"/>
*State:	<input type="text" value="Arizona"/> <input type="button" value="v"/>
*Zip Code:	<input type="text" value="85502"/> - <input type="text" value="0311"/> Zip+4 Lookup
*Phone:	<input type="text" value="928"/> - <input type="text" value="425"/> - <input type="text" value="3231"/> Ext : <input type="text" value="8572"/>

h1>U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION	3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name	Organizational Unit
Gila County	Gila County Sheriffs Office

Address	Name and telephone number of the person to be contacted on matters involving this application
1400 East Ash Street 1100 South Street Globe, Arizona 85502-0311	DalMolin, Claudia (928) 425-3231

6. EMPLOYER IDENTIFICATION NUMBER (EIN)	7. TYPE OF APPLICANT
86-6000444	County

8. TYPE OF APPLICATION	9. NAME OF FEDERAL AGENCY
New	Bureau of Justice Assistance

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT
NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE TITLE: GRANT PROGRAM	Gila County Sheriff's Deputies Overtime in working with the Drug, Gang and Violent crimes task force agents relating to specific drug activities.

12. AREAS AFFECTED BY PROJECT
Gila County - Globe, Young, Winkleman, Roosevelt, Payson Arizona

13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF
Start Date: July 01, 2011 End Date: July 30, 2013	a. Applicant b. Project AZ04

15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal \$13,234	Program has not been selected by state for review
Applicant \$0	
State \$0	
Local \$0	
Other \$0	
Program Income \$0	
TOTAL \$13,234	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
	N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.



[Application](#)

[Correspondence](#)

Switch to ... ▾

Application Handbook **Submit Application**

[Overview](#)

[Applicant
Information](#)

[Project Information](#)

[Budget and
Program
Attachments](#)

[Assurances and
Certifications](#)

[Review SF 424](#)

[Submit Application](#)

Status	Requirement
Complete	Overview
Complete	Applicant Information
Complete	Project Information
Complete	Budget and Program Attachments
Complete	Certified to the Assurances and Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace
Incomplete	Submit Application

[Help/Frequently Asked
Questions](#)

[GMS Home](#)

[Log Off](#)



BJA FY 11 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program Local Solicitation 2011-H5912-AZ-DJ



[Help/Frequently
Asked Questions](#)

[GMS Home](#)

[Log Off](#)

Submit Application

Your application for the BJA FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation has been successfully submitted. You will no longer be able to edit any information submitted. However, you can log in any time to view the application information.

You will be contacted by the Program Office when your application is processed or any other action is required by you.

ARF-948

Consent Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Emergency Services

Fiscal Year: CoFy2012-2013 Budgeted?: No

Contract Dates Begin & End: 10/01/2011 thru 09/30/2012 Grant?: Yes

Matching Requirement?: No Fund?: New

Presenter's Name:

Information

Request/Subject

Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-01 for Arizona Department of Homeland Security Grant Program Award

Background Information

This grant award is provided to support equipment and training for the Northern Gila County Community Emergency Response Team (NGCCERT).

Evaluation

The NGCCERT is very active in volunteer recruitment, training and community response.

Conclusion

The NGCCERT has responded to community disasters such as the January 2010 Winter Storm, assisted with the Gila County National Emergency Communications Plan Goal II Assessment, and provided support to community events in the Payson and Pine-Strawberry.

Recommendation

The Director of Health & Emergency Services recommends approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-01 between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Management for a program award in the amount of \$1,395.

Suggested Motion

Approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-01 between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Management for a program award in the amount of \$1,395.

Attachments

BOSApplicationApproval

AwardLetter

ProjectSummary

Agreement

Point of Contact Subgrantee Agreement #888300-01

Legal review explanation

BOS MEETING AGENDAS – ACTIONS TAKEN
(No Board action is taken on any Work Session agenda items)

2011

REGULAR MEETING - TUESDAY, MAY 3, 2011 - 10 A.M.

1. Call to Order - Pledge of Allegiance – Invocation

2. **PUBLIC HEARINGS:**

A. **Public Hearing:** Information/Discussion/Action to adopt Gila County Ordinance No. 11-01, Planning and Zoning Case #ZOA-11-01, amending the Gila County Planning and Zoning Ordinance due to the passing of Arizona Proposition 203, allowing the use of medical marijuana for qualified patients. The proposition allows the establishment of dispensaries and cultivation sites for the purpose of growing and distributing medical marijuana for qualified patients with medical conditions. **(Adopted)**

3. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to adopt Proclamation No. 11-07 to proclaim May 5, 2011, as the National Day of Prayer in Gila County. **(Adopted)**

B. Information/Discussion/Action to ratify the previous submittal of a grant application by the Emergency Management Department entitled "FFY2011 State Homeland Security Grant-Signal Peak Tower Upgrade" in the amount of \$112,028 (with no matching funds required) to the Arizona Department of Homeland Security. **(Ratified)**

C. Information/Discussion/Action to ratify the previous submittal of a grant application by the Emergency Management Department entitled "FFY2011 Citizen Corp Programs" in the amount of \$1,395 (with no matching funds required) to the Arizona Department of Homeland Security. **(Ratified)**

D. Information/Discussion/Action to approve Agreement No. 144-11 between the Arizona Department of Housing, and Gila County Division of Community Services, Housing Department, to allocate funds in the amount of \$139,635, which will be used to help residents who meet program qualifications for housing rehabilitation for the period effective upon execution by the Arizona Department of Housing through April 15, 2013. **(Approved)**

E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 041111-1 for a contractor to provide for privately owned solar photovoltaic (PV) energy generating systems at several county locations. **(Authorized)**

F. Information/Discussion/Action to approve Services Contract No. 6880.102/4-2011 between Gila County and Moonlite Janitorial whereby the contractor will provide janitorial services for the Payson Administration building in the amount of \$1,100 per month for a period of one (1) year from May 3, 2011, through May 2, 2012. **(Approved)**

G. Information/Discussion/Action to authorize the Gila County Attorney's Office to sign the proposed judgments on behalf of Gila County in Center Ridge Apartments, LLC. v. Gila County TX 2009-000876 and TX 2010-001289. **(Authorized)**

4. CONSENT AGENDA ACTION ITEMS: (Consent Agenda Action items 4A-4L were approved.)

- A. Approval of Amendment No. 1 to Contract No. 506-10 between the State of Arizona Department of Housing and Gila County Community Services Housing Department, whereby the State of Arizona Department of Housing will provide funding in the amount of \$167,590 to provide homelessness prevention assistance to households that would otherwise become homeless to eligible residents residing in Gila County.
- B. Approval of Amendment No. 1 to Contract No. DE111073-001 between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide funding in the amount of \$665,906.13 to the Community Action Program to provide residents of Gila County Case Management Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency for the period July 1, 2010, through June 30, 2011.
- C. To authorize the Chairman's signature on Amendment No. 1 to Contract No. 060110-1 between Gila County and IWC, LLC for janitorial services at the Public Works Administration building located in Globe, Arizona, at a monthly cost of \$1,155 for the period October 16, 2010, through October 15, 2011.
- D. Ratification of the previous submittal of a Drug, Gang and Violent Crime Task Force Grant Application by the Gila County Sheriff's Office to the Arizona Criminal Justice Commission in the amount of \$752,412 in order to receive continued funding for the Gila County Sheriff's Drug, Gang and Violent Crime Task Force for the period July 1, 2011, through June 30, 2012.
- E. Approval to authorize the Chairman's signature on the Lease Use Agreement Extension between Gila County and the Pine-Strawberry Horseman's Association to extend the Lease for an additional five-year period from May 23, 2010, through May 23, 2015, and increase the family use fee from \$20 to \$25.
- F. Acknowledgement of a letter dated April 12, 2011, from the Mayor of the City of Globe (City) to the Chairman of the Gila County Board of Supervisors (County) officially providing the County with 90 days' notice of the City's intent to cancel the Intergovernmental/Lease Agreement with regard to the City of Globe Magistrate Court.
- G. Approval of a Special Event Liquor License Application submitted by the Humane Society of Central Arizona to serve liquor at a fund-raiser event to be held on June 4, 2011.
- H. Approval of the February 2011 monthly departmental activity report submitted by the Globe Regional Constable.
- I. Approval of the March 2011 monthly departmental activity report submitted by the Payson Regional Constable.
- J. Approval of the March 2011 monthly departmental activity report submitted by the Recorder's Office.
- K. Approval of Human Resources reports for the weeks of April 26, 2011, and May 3, 2011.
- L. Approval of finance reports/demands/transfers for the weeks of April 26, 2011, and May 3, 2011.

5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. **(None)**

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented. **(Summary presented)**



State of Arizona

Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

October 10, 2011

Chairman Michael Pastor
Gila County Emergency Management
5515 S. Apache Ave.
Suite 400
Globe, AZ 85501

Subject: FFY 2011 Homeland Security Grant Program Award
Grant Agreement Number **888300-01**
Project Title: **Citizen Corp Programs**

Dear Chairman Michael Pastor:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled Citizen Corp Programs has been funded under the CITIZEN CORPS PROGRAM for \$1,395.00. The grant performance period is **October 1, 2011 through September 30, 2012**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Application administration page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

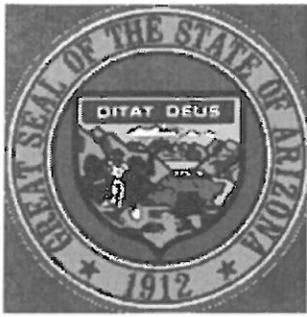
Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilbert M. Orrantia". The signature is written in a cursive style with some flourishes.

Gilbert M. Orrantia
Director

Cc: Director Matt Bolinger



STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Gila County Emergency Management

888300-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$1,395.00	\$1,395.00	\$1,395.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$1,395.00	\$1,395.00	\$1,395.00



STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Gila County Emergency Management

888300-01

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

SHSS Objective Action Item(s):	1.6.0: 1.6.4
Initiative Title:	Strengthen Planning and Citizen Preparedness Capabilities
Equipment Category:	0
Brief Description and Utilization:	Equipment will be used to support exercise functions relating to emergency first aid and emergency response.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
08D3-01-BLKT	Disposable Emergency Blanket	200	\$4.00	\$800.00	Cheryl Bowen	200	\$800.00
09TR-01-MKIT	Supplies, Moulage	1	\$595.00	\$595.00	Cheryl Bowen	1	\$595.00

Totals For Gila County Emergency Management Contract Number 888300-01 *Requested* \$1,395.00 *Approved* \$1,395.00



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona Department of Homeland Security

FFY 2011

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP-

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“Enter Title of Application”

and funded at \$ Enter Funded Amount above (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ Enter Funded Amount above to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

This form is to be signed and returned.

Grant #: 888300-01

Sub-Recipient: **Gila County Emergency Management**

Project Title: **Citizen Corp Programs**

Grant Program: **CITIZEN CORPS PROGRAM**

1. Unit of Government: **Gila County Emergency Management**

Point of Contact: ~~Director Matt Bolinger~~ Michael O'Driscoll

Sub-recipient Address:

Street: **5515 S. Apache Ave.**
Suite 400
City/State/Zip: **Globe, AZ 85501**

Head of Agency: ~~Chairman Michael Pastor~~ Tommie C. Martin

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: ~~928-402-8753~~ (928) 474-7100

Fax #: ~~928-200-8430~~ (928) 474-0802

E-mail Address: ~~mpastor@co.gila.az.us~~ tmartin@co.gila.az.us

2. Organizational Type: **County Government**

3. Region or Entity: **Citizen Corps**

4. Initiative Title **Strengthen Planning and Citizen Preparedness Capabilities**

5. Total Dollar Amount Requested **\$1,395.00** Total Dollar Amount Awarded: **\$1,395.00**

6. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):

1.6.0 Promote ways in which Arizona's citizens and communities can play an active role in being prepared for disasters to enhance their level of preparedness and participation. 1.6.3 1.6.4 1.6.5

7. Identify the primary National Priority that is supported by this project:

NP 8. Strengthen planning and citizen preparedness capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

Citizen Corp / CERT are ongoing programs in Gila County. Other funding sources are limited, no other funding is available.

9. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.

No, Gila County has no other source to fund Citizen Corp projects.

10. Please list the multiple jurisdictions served by this project.

Gila County Emergency Management, Payson Fire Department, Miami Fire Department

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No) **No**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Point of Contact	Director Matt Bolinger	Director Michael O'Driscoll	
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning Preparedness			
	Print Name	Signature	Date

This form is to be signed and returned.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Emergency Services

Fiscal Year: CoFY2012-CoFY2013 Budgeted?: No

Contract Dates 10/01/2011 thru 09/30/2012 Grant?: Yes
Begin & End:

Matching No Fund?: New

Requirement?:

Presenter's Name:

Information

Request/Subject

Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 for Arizona Department of Homeland Security Grant

Background Information

The Department of Emergency Management submitted this application for assistance to upgrade the radio tower on the Signal Peak communications site to support current system improvements and improved infrastructure for additional and future systems.

Evaluation

The application was developed cooperatively with input from the Gila County Sheriff's Office, Gila County Public Works-Floodplain Management and other communication site users.

A company called GovNET has proposed a co-locate agreement on this new tower. GovNET is a provider of microwave internet technology which can be used to enhance our communication system and allow Gila County schools and libraries to benefit from advanced internet connectivity at a reduced cost. A component of the agreement would have GovNET provide additional funding to upgrade our proposed new tower to a higher construction rating to accomodate their equipment. If GovNET can meet the requirements of the National Forest Service and the Gila County Emergency Mangement Department and be approved to co-locate by the Gila County Board of Supervisors, a new tower will be constructed with money from GovNET used to upgrade the tower. If GovNET cannot meet the requirements of the Forest Service and Gila County Emergency Management Department, a new tower will be constructed using the budgeted amount of this grant.

Conclusion

This grant provides funding for needed improvements that is not currently budgeted.

Recommendation

The Director of Health and Emergency Services recommends approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 for Arizona Department of Homeland Security Grant between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Services for a program award in the amount of \$112,028.

Suggested Motion

Approval of the Chairman's signature on Subgrantee Agreement No. 11-AZDOHS-HSGP-888300-02 for Arizona Department of Homeland Security Grant between the Arizona Department of Homeland Security and the Gila County Division of Health & Emergency Services for a program award in the amount of \$112,028.

Attachments

BOSApplicationApproval

Award Letter

Project Summary

Agreement

Point of Contact Subgrantee Agreement No. 888300-2

Legal review explanation

BOS MEETING AGENDAS – ACTIONS TAKEN
(No Board action is taken on any Work Session agenda items)

2011

REGULAR MEETING - TUESDAY, MAY 3, 2011 - 10 A.M.

1. Call to Order - Pledge of Allegiance – Invocation

2. **PUBLIC HEARINGS:**

A. **Public Hearing:** Information/Discussion/Action to adopt Gila County Ordinance No. 11-01, Planning and Zoning Case #ZOA-11-01, amending the Gila County Planning and Zoning Ordinance due to the passing of Arizona Proposition 203, allowing the use of medical marijuana for qualified patients. The proposition allows the establishment of dispensaries and cultivation sites for the purpose of growing and distributing medical marijuana for qualified patients with medical conditions. **(Adopted)**

3. **REGULAR AGENDA ITEMS:**

A. Information/Discussion/Action to adopt Proclamation No. 11-07 to proclaim May 5, 2011, as the National Day of Prayer in Gila County. **(Adopted)**

B. Information/Discussion/Action to ratify the previous submittal of a grant application by the Emergency Management Department entitled "FFY2011 State Homeland Security Grant-Signal Peak Tower Upgrade" in the amount of \$112,028 (with no matching funds required) to the Arizona Department of Homeland Security. **(Ratified)**

C. Information/Discussion/Action to ratify the previous submittal of a grant application by the Emergency Management Department entitled "FFY2011 Citizen Corp Programs" in the amount of \$1,395 (with no matching funds required) to the Arizona Department of Homeland Security. **(Ratified)**

D. Information/Discussion/Action to approve Agreement No. 144-11 between the Arizona Department of Housing, and Gila County Division of Community Services, Housing Department, to allocate funds in the amount of \$139,635, which will be used to help residents who meet program qualifications for housing rehabilitation for the period effective upon execution by the Arizona Department of Housing through April 15, 2013. **(Approved)**

E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 041111-1 for a contractor to provide for privately owned solar photovoltaic (PV) energy generating systems at several county locations. **(Authorized)**

F. Information/Discussion/Action to approve Services Contract No. 6880.102/4-2011 between Gila County and Moonlite Janitorial whereby the contractor will provide janitorial services for the Payson Administration building in the amount of \$1,100 per month for a period of one (1) year from May 3, 2011, through May 2, 2012. **(Approved)**

G. Information/Discussion/Action to authorize the Gila County Attorney's Office to sign the proposed judgments on behalf of Gila County in Center Ridge Apartments, LLC. v. Gila County TX 2009-000876 and TX 2010-001289. **(Authorized)**

4. CONSENT AGENDA ACTION ITEMS: (Consent Agenda Action items 4A-4L were approved.)

- A. Approval of Amendment No. 1 to Contract No. 506-10 between the State of Arizona Department of Housing and Gila County Community Services Housing Department, whereby the State of Arizona Department of Housing will provide funding in the amount of \$167,590 to provide homelessness prevention assistance to households that would otherwise become homeless to eligible residents residing in Gila County.
- B. Approval of Amendment No. 1 to Contract No. DE111073-001 between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide funding in the amount of \$665,906.13 to the Community Action Program to provide residents of Gila County Case Management Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency for the period July 1, 2010, through June 30, 2011.
- C. To authorize the Chairman's signature on Amendment No. 1 to Contract No. 060110-1 between Gila County and IWC, LLC for janitorial services at the Public Works Administration building located in Globe, Arizona, at a monthly cost of \$1,155 for the period October 16, 2010, through October 15, 2011.
- D. Ratification of the previous submittal of a Drug, Gang and Violent Crime Task Force Grant Application by the Gila County Sheriff's Office to the Arizona Criminal Justice Commission in the amount of \$752,412 in order to receive continued funding for the Gila County Sheriff's Drug, Gang and Violent Crime Task Force for the period July 1, 2011, through June 30, 2012.
- E. Approval to authorize the Chairman's signature on the Lease Use Agreement Extension between Gila County and the Pine-Strawberry Horseman's Association to extend the Lease for an additional five-year period from May 23, 2010, through May 23, 2015, and increase the family use fee from \$20 to \$25.
- F. Acknowledgement of a letter dated April 12, 2011, from the Mayor of the City of Globe (City) to the Chairman of the Gila County Board of Supervisors (County) officially providing the County with 90 days' notice of the City's intent to cancel the Intergovernmental/Lease Agreement with regard to the City of Globe Magistrate Court.
- G. Approval of a Special Event Liquor License Application submitted by the Humane Society of Central Arizona to serve liquor at a fund-raiser event to be held on June 4, 2011.
- H. Approval of the February 2011 monthly departmental activity report submitted by the Globe Regional Constable.
- I. Approval of the March 2011 monthly departmental activity report submitted by the Payson Regional Constable.
- J. Approval of the March 2011 monthly departmental activity report submitted by the Recorder's Office.
- K. Approval of Human Resources reports for the weeks of April 26, 2011, and May 3, 2011.
- L. Approval of finance reports/demands/transfers for the weeks of April 26, 2011, and May 3, 2011.

5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date. **(None)**

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented. **(Summary presented)**



State of Arizona

Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

October 10, 2011

Chairman Michael Pastor
Gila County Emergency Management
5515 S. Apache Ave. Suite 400
Globe, AZ 85501

Subject: FFY 2011 Homeland Security Grant Program Award
Grant Agreement Number **888300-02**
Project Title: **Signal Peak Radio Tower Upgrade**

Dear Chairman Michael Pastor:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled Signal Peak Radio Tower Upgrade has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for \$112,028.00. The grant performance period is **October 1, 2011 through September 30, 2012**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Application administration page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2012 this award is rescinded and the funds will be reallocated.**

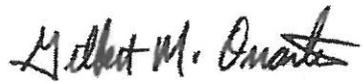
Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

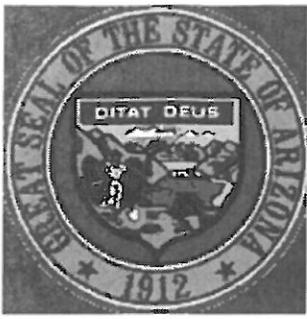
Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, appearing to read "Gilbert M. Orrantia". The signature is fluid and cursive, with the first name being the most prominent.

Gilbert M. Orrantia
Director

Cc: Director Michael O'Driscoll



STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Gila County Emergency Management

888300-02

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$112,028.00	\$112,028.00	\$112,028.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$112,028.00	\$112,028.00	\$112,028.00



STATE OF ARIZONA
 Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK
 Gila County Emergency Management 888300-02
Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

SHSS Objective Action Item(s):	1.1.0: 1.1.1, 1.1.3
Initiative Title:	Strengthen Interoperable Communications Capabilities
Equipment Category:	0
Brief Description and Utilization:	Upgrade of the existing radio tower on Signal Peak will include appropriate site review and soil sampling as required by the U.S. Forest Service and will be supervised by the consultant/contractor hired through the Arizona State contracting system. An upgraded radio base station consolete will be installed in the County Emergency Operations Center for the purpose of improved interoperable communications capabilities with local, state and federal agencies, including P25 and AIRS frequencies.

AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
06CP-01-BASE	Radio base station consolete	1	\$4,551.00	\$4,551.00	William Seltzer	1	\$4,551.00
06CP-03-TOWR	Upgraded tower, concrete, rebar , halo ground and ice-br	1	\$99,477.00	\$99,477.00	William Seltzer	1	\$99,477.00
21GN-00-CNST	Consultation, construction, installation	1	\$8,000.00	\$8,000.00	William Seltzer	1	\$8,000.00

Totals For Gila County Emergency Management Contract Number 888300-02 *Requested* \$112,028.00 *Approved* \$112,028.00



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011

Dear Stakeholder:

Your project: **888300-02** that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project requires an Environmental and Historic Preservation level: **B** review. Please download the Environmental and Historic Preservation Form as www.azdohs.gov under the GRANTS section. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Below is the required information that should be included in your submission.

- Name of project, name of grant and grantee, grant award number, fiscal year, overall purpose, and estimated cost
- Physical address of where the project will be implemented (street address, city, and state, or latitude and longitude coordinates)
- Visual documentation including but not limited to color site/structure photographs; plans/drawings that define the size and precise location of proposed work; U.S. Geological Survey topographic maps; FEMA Flood Insurance Rate Maps; U.S. Fish and Wildlife Service National Wetlands Inventory and U.S. Army Corps of Engineers approved wetland maps, if available; U.S. Department of Agriculture soil survey maps and color aerial photographs
- Project description should include as applicable:
 - Dimensions/acreage/square footage of structure and/or land affected, with height and structural support information for all communication towers
 - Extent and depth of ground disturbance for new construction and structure

- modification, including trenching for utility lines, installation of fencing and light posts, tower footings and pads, etc.
- Best management practices to be used for erosion and sediment control
- Special elements of the project, including:
 - Special equipment that will be used, staging areas, access roads, easements, etc.
 - Extent of structural modification
- Year building/structure was built
- Information regarding features, resources, and potential adverse impacts at or near the project area, including:
 - Water bodies (rivers, lakes, streams, wetlands, etc.), floodplains, and coastal zone
 - Historic and cultural resources (historic districts, buildings, landscapes, bridges, piers, dams, archaeological sites, etc.)
 - Migratory birds, threatened and endangered species, and/or critical habitat
 - Vegetation, including general types of plants, trees, or lack thereof
 - Geologic features, including soil and topography
 - Tribal cultural and religious sites and special areas (forests, wildlife refuges, reserves, etc.)
 - Community facilities and services (e.g. churches, schools, hospitals, etc.)
 - Hazardous wastes, superfund site, etc. (<http://www.epa.gov/enviro/html/em/> or <http://www.epa.gov/myenvironmental>)
 - Any recent or relevant studies, reports, or surveys that were prepared for other agencies or purposes and provide information on environmental resources and/or historic properties in the project area
 - Any agency coordination documents regarding environmental and/or historic resources

Grantees are responsible for the preparation of documentation required to fulfill compliance responsibilities under Federal EHP laws; this documentation may include, but is not limited to site studies, biological assessments, archaeological surveys, environmental assessments, and environmental impact statements. Furthermore, they are also responsible for implementation of any mitigation measures required to address potential adverse impacts that may have been identified during the EHP review process. Costs associated with the preparation of these documents are allowable grant expenditures.

To ensure that an EHP determination can be made without delay we ask that grantees comply with any requests for additional information from USDHS as soon as possible. However, if a grantee remains unresponsive for 12 weeks, the case will become inactive. Once a case has become inactive, the project will not be funded until the grantee has resubmitted a new and complete EHP review packet per Informational Bulletin 371 (IB 371).

SUBGRANTEE AGREEMENT

11-AZDOHS-HSGP-

Enter Grant Agreement Number above (e.g., 888xxx-xx)

Between

The Arizona Department of Homeland Security
And

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2011** and shall terminate on **September 30, 2012**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“Enter Title of Application”

and funded at \$ Enter Funded Amount above (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to \$ Enter Funded Amount above to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS

may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

This form is to be signed and returned.

Grant #: 888300-02

Sub-Recipient: Gila County Emergency Management

Project Title: Signal Peak Radio Tower Upgrade

Grant Program: STATE HOMELAND SECURITY GRANT PROGRAM

1. Unit of Government: Gila County Emergency Management

Point of Contact: Director Michael O'Driscoll

Sub-recipient Address:

Street: 5515 S. Apache Ave. Suite 400
City/State/Zip: Globe, AZ 85501

Head of Agency: ~~Chairman Michael Pastor~~ Tommie C. Martin

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: ~~928-402-8753~~ (928) 474-7100

Fax #: ~~928-200-8130~~ (928) 474-0802

E-mail Address: ~~mpastor@co.gila.az.us~~ tmartin@co.gila.az.us

2. Organizational Type: County Government

3. Region or Entity: East Region

4. Initiative Title Strengthen Interoperable Communications Capabilities

5. Total Dollar Amount Requested \$112,028.00 Total Dollar Amount Awarded: \$112,028.00

6. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):

1.1.0 Bolster Arizona's Communication Capability in Interoperable Voice Communications / Radio

7. Identify the primary National Priority that is supported by this project:

NP 5. Strengthen Interoperable Communications Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..

This project is new. The intent is to upgrade radio tower infrastructure at Signal Peak for the purpose of enhancing current radio systems and providing an improved foundation for additional and future systems.

9. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.

Yes, funding could be accepted in 2 phases: Phase I: \$107,477 for completed upgrade to the radio tower and antennas; Phase II: \$4,551 for the coordinating EOC Radio Base Station Consollette

10. Please list the multiple jurisdictions served by this project.

Gila County emergency response departments: Emergency Management, Sheriff's Office, Flood Plain Management, Gila County RACES, Public Works. Also, the National Weather Service system will benefit from updated, engineered antenna placement.

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No) No

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Point of Contact

Director Michael O'Driscoll

Print Name

Signature

Date

Strategic Planner or

Assistant Director Planning Preparedness

Print Name

Signature

Date

This form is to be signed and returned.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Malissa Buzan, CAP/Housing Services Manager
Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** Comm. Action Program/Housing Servs.

Fiscal Year: July 1, 2011 - June 30, 2012 **Budgeted?:** Yes

Contract Dates Begin & End: July 1, 2010 - June 30, 2015 **Grant?:** Yes

Matching Requirement?: No **Fund?:** Replacement

Presenter's Name:

Information

Request/Subject

Amendment No. 3 to Contract No. DE111073001 Arizona Department of Economic Security

Background Information

The Community Action Network is made up of public and private agencies that work to alleviate poverty and empower low-income families in communities throughout Arizona. Most of the agencies are Community Action Agencies (CAAs), created through the Economic Opportunity Act of 1964. CAAs provide services to more than 150,000 people annually.

There is no 'typical' CAA and no two are exactly alike. Each is governed by the leadership and specific needs of its local community. Despite this fact, there is a common CAA approach to fighting the causes of poverty. Local agencies approach these goals by offering a variety of programs that serve low-income children, families, and seniors.

They coordinate emergency assistance, provide weatherization services, sponsor youth programs, operate senior centers and provide transportation in rural areas. CAAs provide linkage to job training opportunities, GED preparation courses and vocational education programs. They provide a range of services addressing poverty-related problems from income management and credit counseling to entrepreneurial development and small business incubators; from domestic violence crisis assistance to family development programs and parenting classes, food pantries and emergency shelters to low-income housing development and community revitalization projects.

In general, CAAs prioritize prevention initiatives and provide extended involvement with individuals and families to support the length of time and variety of assistance required to permanently increase their opportunity to be economically self-sufficient. When agencies provide crisis services or when they distribute food or goods, they seek to make those contacts with individuals and families an opportunity for moving away from dependency or stop-gap aide.

Evaluation

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, and obtain emergency assistance. Community Services; the primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty. Case Management; components of this emergency service include Short Term Crisis Services and Utility Assistance Services, case management services, emergency shelter, homeless services, move-in assistance, senior services, eviction prevention, and utility assistance.

Conclusion

By the Board of Supervisors approving Amendment No. 3, the Gila County Community Action Program will provide to eligible residents of Gila County, Case Management Services and Community Services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency.

Recommendation

The Gila County Community Action, Housing Program Manager recommends that the Board of Supervisors approve Amendment No. 3 to Contract No. DE111073001.

Suggested Motion

Approval of Amendment No. 3 to Contract No. DE111073001 between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide additional funding in the amount of \$23,139 to the Community Action Program to continue providing case management services for the period July 1, 2011, through June 30, 2012. The total cumulative reimbursement ceiling for this contract is \$1,265,774.13, for the entire contract period of July 1, 2010, through June 30, 2015.

Attachments

Amendment No. 3 to Contract De111073001

Amendment No. 2 Contract DE111073-001 DES

Amendment No. 1 to Contract DE111073-001 DES

Original Contract DE11073-001

IGA legal explanation



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
Gila County Division of Health and Community Services
5515 S. Apache Ave., Suite 200
Globe, Arizona 85501
2. CONTRACT ID NUMBER
DE111073001
3. AMENDMENT NUMBER
Three (3)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service Case Management is increased from \$426,729 to \$456,257. This is an increase of \$29,528, which includes \$6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from \$150,000 to \$220,258. This is an increase of \$70,258, which includes \$70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is \$1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:

Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB
TITLE Contract Administration Procurement Manager
DATE
7. NAME OF CONTRACTOR
Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Tommie C. Martin
TITLE Chairman, Gila County Board of Supervisors
DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel
Bryan B. Chambers

Date:

Date:

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service	
					Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.1075 X \$110,334	\$ 11,861	\$ 5,930
TOTAL ERE COST:		\$ 40,295	\$ 29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$300 per month x 12 months	\$ 3,600	\$ 3,600
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 4,200
TOTAL TRAVEL COSTS:		\$ 7,800	\$ 7,800

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 12,046
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 12,286

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 8,489
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 9,689

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 800
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 14,340
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 21,140

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 224,465	\$ 179,319
----	---------------------------------------	-------------------	-------------------

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 243,108	\$ 243,108
2	LIHCON	78	\$ 7,013	\$ 7,013
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 276,938	\$ 276,938

12	TOTAL COSTS:		\$ 501,403	\$ 456,257
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 456,257	\$ 456,257
Gila County	\$ 45,146	
TOTAL REVENUE:	\$ 501,403	\$ 456,257
TOTAL REVENUE:	\$ 501,403	\$ 456,257

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service	
					Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 182,404	\$ 91,002

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 5%	\$ 357	\$ 357
	\$595.83 per mo x 12 mo X 2 @ 10%	\$ 1,430	\$ 1,430
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$182,404	\$ 13,954	\$ 6,977
Workman's Comp	0.003 X \$182,404	\$ 547	\$ 274
Retirement	0.1075 X \$182,404	\$ 19,608	\$ 9,804
TOTAL ERE COST:		\$ 53,056	\$ 36,002

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 6,000
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 4,200
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 10,200

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 8,154
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ 20,076	\$ 8,154

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
Scanners	3 @ \$300 based on IT quote	\$ 900	\$ 900
TOTAL EQUIPMENT COSTS:		\$ 900	\$ 900

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 12,000
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 13,000

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 279,636 \$ 159,258

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 122 households	\$ 61,000	\$ 61,000
TOTAL VOUCHER COSTS:		\$ 61,000	\$ 61,000

12

TOTAL COSTS:

\$ 340,636 \$ 220,258

REVENUE SOURCES:

DES CSV	\$ 220,258	\$ 220,258
Gila County	\$ 120,378	
TOTAL REVENUE:	\$ 340,636	\$ 220,258
TOTAL REVENUE:	\$ 340,636	\$ 220,258



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	2. CONTRACT ID NUMBER DE111073001 3. AMENDMENT NUMBER Two (2)
---	--

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

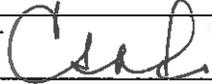
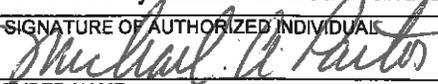
Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from \$480,974 to \$907,703. This is an increase of \$426,729.

The reimbursement ceiling for the service for Community Services is increased from \$163,557 to \$313,557. This is an increase of \$150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: \$1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Contract Administration Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 6/28/2011	DATE 6-7-11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Behm
Assistant Attorney General

Date: 6-8-11

By: Bryan B. Chambers
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 6-7-2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.1075 X \$110,334	\$ 11,861	\$ 5,930
TOTAL ERE COST:		\$ 40,295	\$ 29,978

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,328
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 8,489
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 9,689

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 20,560	\$ 10,280
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 16,440

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:

\$ 223,565 \$ 170,399

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 7,013	\$ 7,013
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 256,330	\$ 256,330

12	TOTAL COSTS:		\$ 479,895	\$ 426,729
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 426,729	\$ 426,729
Gila County	\$ 53,166	
TOTAL REVENUE:	\$ 479,895	\$ 426,729
TOTAL REVENUE:	\$ 479,895	\$ 426,729

**ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gifa County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12**

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 3,542
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,525
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 182,404	\$ 91,002

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 5%	\$ 357	\$ 357
	\$595.83 per mo x 12 mo X 2 @ 10%	\$ 1,430	\$ 1,430
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$182,404	\$ 13,954	\$ 6,977
Workman's Comp	0.003 X \$182,404	\$ 547	\$ 274
Retirement	0.1075 X \$182,404	\$ 19,608	\$ 9,804
TOTAL ERE COST:		\$ 53,056	\$ 36,002

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

.10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 258,659	\$ 139,936
-----	---------------------------------------	-------------------	-------------------

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 19 households	\$ 10,064	\$ 10,064
TOTAL VOUCHER COSTS:		\$ 10,064	\$ 10,064

12	TOTAL COSTS:	\$ 268,723	\$ 150,000
----	---------------------	-------------------	-------------------

REVENUE SOURCES:

DES CSV	\$ 150,000	\$ 150,000
Gila County	\$ 118,723	
TOTAL REVENUE:	\$ 268,723	\$ 150,000
TOTAL REVENUE:	\$ 268,723	\$ 150,000



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

1. CONTRACTOR (Name and address) Gila County Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE111073-001 <hr/> 3. AMENDMENT NUMBER One (1)
---	---

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
 Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:

The reimbursement ceiling for the service Case Management is increased from \$445,831.00 to \$480,974.00. This is an increase of \$35,143.00

The reimbursement ceiling for the service Community Service is increase from \$ 150,000.00 to \$163,557.00. This is an increase of \$13,557.00

Reduce Funding:

The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of \$21,565.00 to the available amount of \$ 21,375.13. This is a decrease of \$189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: \$665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:

Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall **NOT** submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME Elizabeth Csaki	TYPED NAME Michael A. Pastor
TITLE Procurement Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
 Assistant Attorney General

By: 
 Public Agency Legal Counsel
 Bryan B. Chambers
 Chief Deputy County Attorney

Date: 6/2/11

Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	50% \$ 26,947	\$ 26,947
1	1	Divisional Accountant	\$35,422	50%+0=50%	50% \$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,545
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,425

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL ERE COST:		\$ 39,302	\$ 29,482

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$225 per month x 12 months	\$ 2,700	\$ 2,262
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 3,326
TOTAL TRAVEL COSTS:		\$ 6,900	\$ 5,588

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparkletts/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's	\$ 3,000	\$ 3,000
	\$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service	\$1,713.30 x 12 months	\$ 20,560	\$ 9,763
Maintenance, Leases Agreements & Memberships/Dues		\$ 27,360	\$ 15,923
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,923

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 222,572	\$ 171,696
----	---------------------------------------	-------------------	-------------------

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	77	\$ 235,210	\$ 235,210
2	LIHCON	78	\$ 28,172	\$ 28,172
3	LLVG		\$ 8,259	\$ 8,259
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 30,113	\$ 30,113
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 309,278	\$ 309,278

12	TOTAL COSTS:		\$ 531,850	\$ 480,974
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

DES Case Mgt.	\$ 480,974	\$ 480,974
Gila County	\$ 50,876	
TOTAL REVENUE:	\$ 531,850	\$ 480,974
TOTAL REVENUE:	\$ 531,850	\$ 480,974

CMT-A Case Management ISB 10-11

Submitted 04/23/2010

Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
1	1	Community Services Director	\$81,994	50%+0=50%	50% \$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	50% \$ 33,655	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	50% \$ 27,623	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	50% \$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	50% \$ 16,443	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	50% \$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	50% \$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	50% \$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	50% \$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,348	\$ 90,824

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
Health Insurance	\$595.83 per mo x 12 mo X 2 @ 5%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 1 @ 10%	\$ 715	\$ 715
	\$595.83 per mo x 12 mo X 2 @ 20%	\$ 2,860	\$ 2,860
	\$595.83 per mo x 12 mo X 4 @ 50%	\$ 14,300	\$ 14,300
FICA	0.0765 X \$198,348	\$ 15,174	\$ 7,587
Workman's Comp	0.003 X \$198,348	\$ 595	\$ 298
Retirement	0.0985 X \$198,348	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 53,896	\$ 36,244

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	\$500 per month x 12 months	\$ 6,000	\$ 5,700
Per Diem	\$42 per day for 20 days for 5 FTE's	\$ 4,200	\$ 2,632
TOTAL TRAVEL COSTS:		\$ 10,200	\$ 8,332

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months	\$ 12,000	\$ 3,600
Maintenance, Leases Agreements & Memberships/Dues			
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 275,444	\$ 140,000
-----------	---------------------------------------	-------------------	-------------------

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 46 households	\$ 23,557	\$ 23,557
TOTAL VOUCHER COSTS:		\$ 23,557	\$ 23,557

12	TOTAL COSTS:	\$ 299,001	\$ 163,557
-----------	---------------------	-------------------	-------------------

REVENUE SOURCES:

DES CSV	\$ 163,557	\$ 163,557
Gila County	\$ 135,444	
TOTAL REVENUE:	\$ 299,001	\$ 163,557
TOTAL REVENUE:	\$ 299,001	\$ 163,557

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx \$52.50 x 150 individuals for both activities	\$ 7,875.13	\$ 7,875.13
TOTAL MAT & SUPP COSTS:		\$ 7,875.13	\$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	\$ 7,875.13	\$ 7,875.13
----	---------------------------------------	--------------------	--------------------

11 VOUCHERS

Item	Basis	Service Cost	DES Cost
Vouchers - Direct Client Services	Average \$500 x 27 households	\$ 13,500	\$ 13,500
TOTAL VOUCHER COSTS:		\$ 13,500	\$ 13,500

12	TOTAL COSTS:	\$ 21,375.13	\$ 21,375.13
----	---------------------	---------------------	---------------------

REVENUE SOURCES:

CPIP CSV	\$ 21,375.13	\$ 21,375.13
TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13

TOTAL REVENUE:	\$ 21,375.13	\$ 21,375.13
-----------------------	---------------------	---------------------

CSV-C ISB 10-11
Submitted 07/08/10
Revised 12/07/10

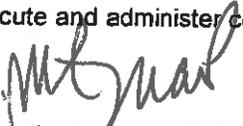


DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~Insert Contractor Authority~~
Here and,  A.R.S §11-201 et. seq. and
A.R.S §11-251 et. seq.

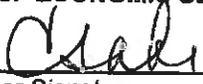
WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

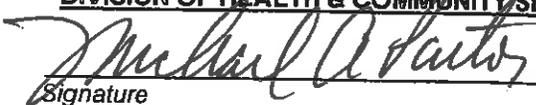
THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY
DIVISION OF HEALTH & COMMUNITY SERVICES


Procurement Officer Signature


Signature

Printed Name
Elizabeth G. Csaki, CPPB
Title
Professional Services Procurement Manager

Michael A. Pastor
Printed Name
Chairman, Board of Supervisors

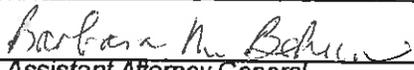
Date
8/18/2010

Title
7/6/10
Date

DE111073-001
ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

By: 
Public Agency Legal Counsel

Date: **8/16/10**

Bryan Chambers, Chief Deputy Gila Co. Attorney
Date: **6-23-2010**

TERMS AND CONDITIONS

1.0 **Parties**

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 **Term of Agreement and Option to Extend**

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2. **Extension**

2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

3.0 **Purpose of Agreement**

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 **Definitions**

4.1 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 "*Contractor*" means any person who has a Contract with the State.

4.3 "*Days*" means calendar days unless otherwise specified.

4.4 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 "*Equipment*" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

4.6 "*Exhibit*" means any item labeled as an Exhibit.

4.7 "*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.

4.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

4.9 "*May*" indicates something that is not mandatory but permissible.

4.10 "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

4.11 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

4.14 "*Subcontract*" means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

4.15 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

4.17 "*Vulnerable adult*" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

5.0 **Manner of Financing**

5.1 See section 4.0 Funding in the Scope of Work.

6.0 **Service Descriptions**

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

- 7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.
- 7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

- 8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

9.0 Amendments or Modifications

- 9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 9.2.1 Change of telephone number;
 - 9.2.2 Change in authorized signatory; and/or
 - 9.2.3 Change in the name and/or address of the person to whom notices are to be sent.
- 9.3 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.

10.0 Applicable Law

- 10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.
- 10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .
- 10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 10.8 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

- 10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- 11.0 Arbitration**
- 11.1 In accordance with A.R.S. § 12-1518 as may be amended, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 12.0 Assignment and Delegation.**
- 12.1 The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
- 13.0 Audit**
- 13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.
- 13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
- 13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
- 13.2.2 Summary schedule of prior audit findings
- 13.2.3 Auditor's Reports (detailed in the A-133)
- 13.2.4 Corrective Action Plan.
- 13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.
- 13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
- 13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
- 13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.
- 14.0 Availability of Funds for the Current State Fiscal Year**
- 14.1 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 ADES may take any of the following actions:
- 14.1.1 Reduce payments or units authorized;
- 14.1.2 Accept a decrease in price offered by the Contractor;
- 14.1.3 Cancel the Agreement; or
- 14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.

15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

16.0 Background Checks for Employment through the Central Registry

16.1 If providing direct services to children or vulnerable adults, the following shall apply:

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

29.0 Fair Hearings and Service Recipients' Grievances

29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

- 32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

33.0 **Force Majeure**

- 33.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 33.2 Force Majeure shall not include the following occurrences:
- 33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 33.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 33.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 33.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

34.0 **Inclusive Contractor**

- 34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35.0 **Indemnification**

35.1 Indemnification for Contractor:

- 35.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of 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.

35.2 Indemnification for Subcontractor

- 35.2.1 In addition, Gila County Division of Health & Community Services shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and

all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage 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 Gila County Division of Health & Community Services's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

36.0 Insurance Requirements

36.1 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

36.2 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of***

Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, Involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	\$ 500,000
• Disease – Each Employee	\$ 500,000
• Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- 1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise and shall be sent by certified mail, return receipt requested.

- D. **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

- E. **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, 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.

38.0 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The *(insert Contractor name here)* must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the *(insert Contractor name here)* must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the *(insert Contractor name here)* will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

42.0 **No Parole Evidence**

42.1 Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

43.0 **No Waiver.**

43.1 Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

44.0 **Notices**

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 **Offshore Performance Of Work Prohibited**

45.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

46.0 Order of Precedence

- 46.1 In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
1. Terms and Conditions;
 2. Scope of Work;
 3. Attachments;
 4. Exhibits.

47.0 Ownership of Intellectual Property

- 47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

48.0 Pandemic Contractual Performance

- 48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
- 48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
- 48.1.2 Alternative methods to ensure there are services or products in the supply chain.
- 48.1.3 An up to date list of company contacts and organizational chart.
- 48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- 48.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
- 48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
- 48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

- 49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.
- 49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.
- 49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

- 49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.
- 49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.
- 49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- 49.7 Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 49.8 The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

- 50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - 50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
 - 50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
 - 50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
 - 50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;
 - 50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
 - 50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
 - 50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
 - 50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
 - 50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

- 51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

- 52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

- 53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

- 54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

- 55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
- 55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
- 55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
- 55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
- 55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
- 55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

- 56.1 The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

- 57.1 See section 7.0 General Reporting Requirements in the Scope of Work.
- 57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

59.0 Right of Offset

59.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

62.0 State's Contractual Remedies

62.1 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 Terms and Conditions or other rights and remedies available by law or provided by the contract.

62.2 Stop Work Order. The State may, at any time, by written order to the Contractor, 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 after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

62.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

62.4 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.

63.0 Subcontracts

63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

64.0 Substantial Interest Disclosure

64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

- 64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.
- 65.0 Supporting Documents and Information**
- 65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- 66.0 Suspension or Debarment**
- 66.1 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. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.
- 67.0 Technical Assistance**
- 67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.
- 68.0 Termination**
- 68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.
- 68.3 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.
- 68.4 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.
- 68.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

68.6 Termination for Default.

68.6.1 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.

68.6.2 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.

68.6.3 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.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 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.

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

70.0. Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

- 72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
 - 72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
 - 72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
 - 72.2.3 OMB Circular A-21 for educational institutions.
 - 72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

- 73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

- 74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

- 75.1 The following constitute an integral part of the contract:
 - 75.1.1 Terms and Conditions
 - 75.1.2 Scope of Work
 - 75.1.3 Administrative Methodology
 - 75.1.4 Service Methodologies
 - 75.1.5 Attachments
 - 75.1.6 Exhibits

Scope of Work
Community Action Program Services

- 1.0 **DES Vision and Mission Statement**
- 1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.
- 1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families
- 2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

- 2.1 **Definitions** – See Exhibit A, as may be amended.
- 2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.
- 2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.
- 2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.
- 3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.
- 4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 Contract Term

5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 Administrative Requirements – The Contractor shall:

6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

- 6.1.1 COATES Human Services Reauthorization Act of 1998
- 6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- 6.1.3 Stewart B. McKinney Homeless Assistance Act
- 6.1.4 ARS §46-241 Short Term Crisis Services
- 6.1.5 ARS §46-701 Utility Assistance
- 6.1.6 ARS §46-741 Neighbors Helping Neighbors
- 6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
- 6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security

- 6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
- 6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
- 6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment

- 6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

Scope of Work
Community Action Program Services

- 6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
- 6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

- 6.4 Service Provision
 - 6.4.1 Provide services directly, as allowed, or through subcontractors.
 - 6.4.2 Collect and report required client data.
 - 6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
 - 6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
 - 6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
 - 6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
 - 6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

- 6.5 Networking
 - 6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
 - 6.5.2 Form local partnerships with community agencies.
 - 6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
 - 6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
 - 6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

- 6.6 Subcontract Related Service Provisions
 - 6.6.1 Document all costs associated with provision of contract services.
 - 6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
 - 6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
 - 6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
 - 6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
 - 6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
 - 6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
 - 6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
 - 6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
 - 6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
 - 6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
 - 6.6.12 Address client barriers to service.
 - 6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

- 6.7 Monitoring and Evaluation
 - 6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

Scope of Work
Community Action Program Services

- 6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
- 6.7.3 Establish and implement a process for service/performance improvement.
- 6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 General Reporting Requirements – The Contractor shall:

- 7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
 - 7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
 - 7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing \$1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
 - 7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
 - 7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
 - 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).
- 8.0 Items Provided by the Department – The Department shall provide:**
- 8.1 Funding allocation information, as needed.
 - 8.2 A Contractor's Invoice and Statement of Expenditures form.

Scope of Work
Community Action Program Services

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
 1. 1/3 are elected public officials, holding public office on the date of selection.
 2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
 1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
 2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
 3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

Scope of Work
Community Action Program Services

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 **Public CAAs Advisory Board:**

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES).

Scope of Work
Community Action Program Services

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

Scope of Work
Community Action Program Services

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 All CAAs shall provide the following:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 All CAAs and designated LIHEAP agencies shall provide the following:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 1. Utility payments or deposits for heating and cooling
 2. Temporary emergency shelter (if needed due to energy related crisis)
 3. Payment of water bills related to cooling (May 1 through October 1)
 4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

Scope of Work
Community Action Program Services

- 10.3 Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 - 1. An assessment of the client's resources and needs.
 - 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
 - 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 - 1. Resolve any immediate crisis in a timely manner.
 - 2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
 - 3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.
 - 10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.
 - 10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.
- 10.4 Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).
- 10.5 Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.
 - 10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.
- 10.7 Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work
Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 Items Provided by the Department – The Department shall provide:

- 10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.
- 10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual.
- 10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:

The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR

Annie Hinojos
Margret Celix
Lyn Canning
Ramona Ortiz

PRIVATE SECTOR

Robert Closs

LOW INCOME

Barbara Leetham
Audrey Opitz
Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing. Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients within their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkelman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County, HUD, Town of Payson, FEMA, HEAF, DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

- a. Title I Adults, Youth, Dislocated Worker
- b. Job Corps
- c. Native American programs
- d. Migrant/Seasonal farm Worker Prog.
- e. Veterans Workforce Prog.
- f. Program authorized under Wagner/Peyser Act
- g. Adult education/literacy activities
- h. Vocational Rehabilitation Prog.
- i. Welfare to Work Prog.
- j. Senior community Sacs. Emp.
- k. Postsecondary Voc. Education
- l. Trade Adjustment Asst./NAFTA
- m. Community Service Block Grant
- n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
Low Income People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community.	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
Low Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client. CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobby with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments, appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds, then those supportive services will be immediately be provided. If other resources are necessary to assist the client, then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified, the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence, loss of income, unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures, a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis, rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements, homeless, and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted, case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility, denial, rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals, start and targeted completion dates, tasks required to achieve the goals, who will complete the task and services to be provided and/or accessed. Strengths, past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems, using appropriate resources that the client, case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30, 60, and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4) For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a), the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive, which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates, a copy of the EN-005, the Family Service Plan/updates, case notes, and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

e) As an ongoing process of case management, the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan, at the request of the client to discontinue services, or by agreement of the case manager, program manager or Divisional Program Manager. At the time of closure, reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status, the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal, the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL, APPEAL FOR SOCIAL SERVICES
Gila County Community Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

Your application for social services has been approved. You will be receiving the following service:

_____ \$
_____ \$ -
_____ \$ -

Your application for social services has been denied. The reason(s) is/are:

Your income exceed Federal poverty levels.

You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

You failed to provide requested verification needed to complete your application and to determine eligibility

Gila County CAP had no contract funds available at this time to assist you.

You requested your application not to be completed.

The program for which you applied required that you have a documentable crisis in the home.

Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4

The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency. Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5

A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

**GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011**

<u>CONTRACTOR</u>	<u>E#</u>	<u>COUNTY</u>	<u>SVC</u>	<u>FUND SOURCE</u>	<u>COST TYPE</u>	<u>2011 AWARD</u>	<u>COMMENTS</u>
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	
GILA		GILA	CMT	SSBGLP	A	8,352.00	Total:
GILA		GILA	CMT	TANF	S	150,000.00	Vouchers 256077
GILA		GILA	CMT	TANF	V	0.00	130,767.00
GILA		GILA	CMT	QWEST	A	1,082.00	19,293.00
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		445,831.00	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		150,000.00	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		595,831.00	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	\$53,893	50%+0=50%	\$ 26,946	\$ 26,946
1	1	Divisional Accountant	\$35,422	50%+0=50%	\$ 17,711	\$ 17,711
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 11,908
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 110,334	\$ 98,426

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 1 @ 25%	\$ 1,787	\$ 1,787
	\$595.83 per mo x 12 mo X 5 @ 50%	\$ 17,875	\$ 17,875
FICA	0.0765 X \$110,334	\$ 8,441	\$ 4,220
Workman's Comp	0.003 X \$110,334	\$ 331	\$ 166
Retirement	0.0985 X \$110,334	\$ 10,868	\$ 5,434
TOTAL EMPLOYEE COST:		\$ 39,302	\$ 29,483

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$200 per month x 12 months	\$ 2,700	\$ 1,350
Per Diem	\$25 per day for 20 days for 10 FTE's	\$ 5,000	\$ 4,000
TOTAL TRAVEL COSTS:		\$ 7,700	\$ 5,350

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent \$1,673 monthly X 12 months (Included electricity, cleaning, water, etc.)	\$ 20,076	\$ 10,038
Sparklets/Other Space Expense	\$100 x 12 months	\$ 1,200	\$ 240
TOTAL SPACE COSTS:		\$ 21,276	\$ 10,278

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
TOTAL EQUIPMENT COSTS:		\$ -	\$ -
		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	\$200 per month x 6 FTE's x 12 months	\$ 14,400	\$ 10,800
Postage	\$250 per month x 12 months	\$ 3,000	\$ 1,200
TOTAL MAT & SUPP COSTS:		\$ 17,400	\$ 12,000

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$1000 for training sessions for 3 FTE's \$1500 for out of state training for 2 FTE's (includes flight, hotel & registration)	\$ 3,000	\$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ \$200 in local papers	\$ 800	\$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	\$1,713.30 x 12 months	\$ 20,560	\$ 9,764
TOTAL OPERATING SERVICE COSTS:		\$ 27,360	\$ 15,924

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10

SUBTOTAL ADMINISTRATIVE COSTS:	\$ 223,372	\$ 171,459
---------------------------------------	------------	------------

11 VOUCHERS

Item			Service Cost	CPIP Cost
1	LIHEAP	77	\$ 222,500	\$ 222,500
2	LIHCON	78	\$ 25,055	\$ 25,055
3	LLVG		\$ -	\$ -
4	NHN	70	\$ 865	\$ 865
5	TANF	49	\$ 19,293	\$ 19,293
6	ESG	17	\$ 6,659	\$ 6,659
TOTAL VOUCHER COSTS:			\$ 274,372	\$ 274,372

12	TOTAL COSTS:		\$ 497,744	\$ 445,831
----	---------------------	--	-------------------	-------------------

REVENUE SOURCES:

CPIP Case Mgt.	\$ 445,981	\$ 445,831
CPIP CSV-B	\$ 150,000	
CPIP CSV-C	\$ -	
TOTAL REVENUE:	\$ 595,981	\$ 445,831
TOTAL REVENUE:	\$ 595,981	\$ 445,831

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	\$81,994	50%+0=50%	\$ 40,997	\$ 4,100
1	1	Community Services Deputy Director	\$67,309	50%+0=50%	\$ 33,654	\$ 3,365
1	1	Divisional Program Manager	\$55,245	50%+0=50%	\$ 27,622	\$ 5,524
1	1	Divisional Special Projects	\$27,908	50%+0=50%	\$ 13,954	\$ 5,582
1	1	Divisional Assistant	\$32,885	50%+0=50%	\$ 16,442	\$ 6,577
1	1	Program Manager	\$47,632	25%+25=50%	\$ 23,816	\$ 23,816
1	1	Case Manager	\$30,534	0%+50%=50%	\$ 15,267	\$ 15,267
1	1	Case Manager	\$32,094	0%+50%=50%	\$ 16,047	\$ 16,047
1	1	Clerk	\$21,091	0%+50%=50%	\$ 10,546	\$ 10,546
TOTAL PERSONNEL COST:					\$ 198,347	\$ 90,825

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
Health Insurance	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 715
	\$595.83 per mo x 12 mo X 1	\$ 7,150	\$ 715
	\$595.83 per mo x 12 mo X 2	\$ 14,300	\$ 2,860
	\$595.83 per mo x 12 mo X 4	\$ 28,600	\$ 14,300
FICA	0.0765 X \$198,347	\$ 15,174	\$ 7,587
Vacation's Comp	0.003 X \$198,347	\$ 595	\$ 298
Retirement	0.0985 X \$198,347	\$ 19,537	\$ 9,769
TOTAL ERE COST:		\$ 99,655	\$ 36,243

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	\$321.17 per month x 12 months	\$ 6,000	\$ 5,832
Per Diem	\$25 per day for 20 days for 5 FTE's	\$ 2,500	\$ 2,500
TOTAL TRAVEL COSTS:		\$ 8,500	\$ 8,332

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	\$500 for training sessions for 2 FTE's @ 100%	\$ 1,000	\$ 1,000
Local Fax, 800 Line, Phone Line & Service	\$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		\$ 12,000	\$ 3,600
TOTAL OPERATING SERVICE COSTS:		\$ 13,000	\$ 4,600

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10 **SUBTOTAL ADMINISTRATIVE COSTS:** \$ 319,503 \$ 140,000

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$500 x 20 households	\$ 10,000	\$ 10,000
TOTAL VOUCHER COSTS:		\$ 10,000	\$ 10,000

12 **TOTAL COSTS:** \$ 329,503 \$ 150,000

REVENUE SOURCES:

CPIP CSV	\$ 150,000	\$ 150,000
CPIP Case Mgt.	\$ 445,831	
TOTAL REVENUE:	\$ 595,831	\$ 150,000
TOTAL REVENUE:	\$ 595,831	\$ 150,000

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					\$ -	\$ -
TOTAL PERSONNEL COST:					\$ -	\$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL ERE COST:		\$ -	\$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL PROF & OUTSIDE COSTS:		\$ -	\$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL TRAVEL COSTS:		\$ -	\$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL SPACE COSTS:		\$ -	\$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL EQUIPMENT COSTS:		\$ -	\$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	\$50 x 500 individuals for both activities	\$ -	\$ -
TOTAL MAT & SUPP COSTS:		\$ -	\$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		\$ -	\$ -
TOTAL OPERATING SERVICE COSTS:		\$ -	\$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		\$ -	\$ -
TOTAL INDIRECT COSTS:		\$ -	\$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:		\$ -	\$ -
----	---------------------------------------	--	------	------

11 VOUCHERS

Item	Basis	Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average \$1,000 x 125 households	\$ -	\$ -
TOTAL VOUCHER COSTS:		\$ -	\$ -

12	TOTAL COSTS:		\$ -	\$ -
----	---------------------	--	------	------

REVENUE SOURCES:

CPIP CSV	\$ -	\$ -
TOTAL REVENUE:	\$ -	\$ -

TOTAL REVENUE:	\$ -	\$ -
-----------------------	-------------	-------------



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: David Caddell, GEST Program Manager **Submitted By:** David Caddell, GEST Program Manager, Community Services Division

Department: Community Services Division **Division:** GEST Department

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to IGA Contract No. DE111093-001 with Arizona Department of Economic Security, Rehabilitation Services Administration

Background Information

This Amendment will replace the existing Facility Location and Staffing Chart with the revised Facility and Staffing Chart dated September 20, 2011, to reflect the corrected address in Payson.

Evaluation

This amendment corrects the address of GEST service location in Payson.

Conclusion

This Amendment will replace the existing Facility Location and Staffing Chart with the revised Facility and Staffing Chart dated September 20, 2011, to reflect the corrected address in Payson.

Recommendation

The G.E.S.T. Program Manager recommends Board approval on Amendment No. 2 to IGA Contract No. DE111093-001 (Work Exploration/Supported Education) which will replace the existing Facility Location and Staffing Chart with the revised Facility and Staffing Chart dated September 20, 2011 to reflect the corrected address in Payson.

Suggested Motion

Approval of Amendment No. 2 to IGA Contract No. DE111093-001 between Gila County d/b/a Gila Employment and Special Training, and the Arizona Department of Economic Security, Rehabilitation Services Administration, which will replace the existing Facility Location and Staffing Chart with the revised Facility and Staffing Chart dated September 20, 2011 to reflect the corrected address in Payson.

Attachments

Amendment No. 2 to IGA Contract No. DE111093-001

Amendment No. 1 to IGA Contract No. DE111093-001

IGA Contract No. DE111093-001



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

October 14, 2011

RE: Contract DE111093-001

Dear Mr. Caddell,

Enclosed are two (2) copies of amendment 2 to your contract DE111093-001 with the Department of Economic Security, Rehabilitation Services Administration. Please complete and have the RIGHT side of the amendment form signed and dated, by BOTH someone authorized to commit you to contracts AND your legal counsel agreeing to the terms.

In order to proceed with the modification to your contract, mail both copies of the signed and dated Amendment within five (5) business days of receiving this letter to:

ADES / RSA Contracts Unit Manager
PO Box 6123 Site Code 930A
Phoenix, AZ 85005-6123

Sincerely,

Vanja Pasalic
Contracts Unit Manager

Service Summary: VR - Career Exploration & Supported Education

Enclosure

cc: Contract File



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT
CONTRACT AMENDMENT

1. CONTRACTOR (Name and address)
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501
2. CONTRACT ID NUMBER
DE111093-001
3. AMENDMENT NUMBER
2

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, replace the existing Facility Location and Staffing Chart with the revised Facility Location and Staffing Chart dated September 20, 2011 to reflect the corrected address in Payson.

- 5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.
In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Elizabeth G. Csaki, CPPB
TITLE Contract Administration Manager
DATE
8. NAME OF CONTRACTOR
GILA COUNTY dba Gila Employment and Special Training
SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Tommie C. Martin
TITLE Chairman, Gila County Board of Supervisors
DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR GILA COUNTY dba Gila Employment and Special Training

By: Assistant Attorney General

By: Public Agency Legal Counsel

Date:

Date:

Arizona Department of Economic Security
 Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART - GILA COUNTY
 Revised 09/20/2011

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 107 West Frontier Street Suite C, Payson, Arizona 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (*check box for applicable holidays*):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|---|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Arizona Department of Economic Security
 Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART - GILA COUNTY
 Revised 09/20/2011

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Patricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (*check box for applicable holidays*):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|---|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA COUNTY dba Gila Employment and Special Training
5515 S Apache St, Ste 200
Globe, AZ 85501

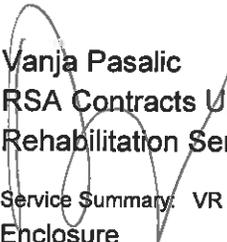
September 20, 2011

RE: Contract DE111093-001

Dear Mr. Caddell,

Enclosed is your fully-executed copy of amendment 1 to your contract DE111093-001 with the Department of Economic Security, Rehabilitation Services Administration. If there are any questions regarding this amendment or its underlying contract, please contact Sue-Ann Tan at (602) 542-6277.

Sincerely,


Vanja Pasalic
RSA Contracts Unit Manager
Rehabilitation Services Administration

Service Summary: VR - Career Exploration & Supported Education

Enclosure

cc: Contract File

Spanier, Karen, D

From: White, Benjamin, R
Sent: Tuesday, September 20, 2011 9:38 AM
To: *RSAPPTS; *RSA SUPERVISORS; *ALL RSA COUNSELORS
Cc: *RSA Contracts Unit
Subject: Contract Document Execution Notice

The following contract documents have been executed on the date(s) noted.

<i>Approved by</i>	<i>Amdt#</i>	<i>Amdmt</i>	<i>OP On</i>
<i>Term</i>			
DE111093-001		GILA COUNTY	
REF: 2110506.05		VR - Career Exploration & Supported	
Education			
	1	09/29/10 - 09/30/15 Remove current Facility Location and Staffing Chart-Gila County and replace entirely with revised Facility Location and Staffing Chart dated June 23, 2011. • addition of Globe location	09/15/11

9/16/2011

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) GILA COUNTY dba Gila Employment and Special Training 5515 S Apache St, Ste 200 Globe, AZ 85501	2. CONTRACT ID NUMBER DE111093-001
	3. AMENDMENT NUMBER 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4, AMENDMENTS OR MODIFICATIONS, replace the current Attachment 6, Facility Location And Staffing Chart-Gila County and replace entirely with the revised Facility Location and Staffing Chart dated June 23, 2011.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR GILA COUNTY
SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Elizabeth G. Csaki</i>	SIGNATURE OF AUTHORIZED INDIVIDUAL <i>Michael A. Pastor</i>
TYPED NAME Elizabeth G. Csaki, CPPB	TYPED NAME Michael A. Pastor
TITLE Contract Administration Manager	TITLE Chairman, Gila County Board of Supervisors
DATE 9/15/2011	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

COUNSEL FOR GILA COUNTY dba Gila Employment and Special Training

By: *Barbara M. Behun*
Assistant Attorney General

By: *Myra Williams*
Public Agency Legal Counsel

Date: 9/12/11

Date: 8-15-2011

COAS1

Equal Opportunity Employer/Program
This document available in alternative format by contacting: 602-364-0170.

Contract Amendment Form IGA
Revised: 4/1/09

Attachment 6

Arizona Department of Economic Security
 Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY
 June 23, 2011

Legal Business Name Gila County
Doing Business As Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 5515 South Apache Ave. Suite 200 Globe, AZ 85501		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Holidays.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Carol Tanner	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Helene Lopez	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Doris Root	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Yvette Warden	S <input type="checkbox"/> E <input checked="" type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input checked="" type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|--|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Attachment 6

Arizona Department of Economic Security
Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY
June 23, 2011

Legal Business Name Gila County
Doing Business As Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 170 West Frontier Street Suite C Payson, AZ 85541		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except Holidays.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (*check box for applicable holidays*):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input checked="" type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|--|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County dba Gila Employment and Special Training ("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under A.R.S § 11-201 and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY

FOR AND ON BEHALF OF THE GILA COUNTY


Procurement Officer Signature


Signature

Elizabeth G. Coakli, CRPB
Printed Name *CATHIE G. ROSMAN*

Michael A. Pastor
Printed Name

Professional Services Unit Manager
Title

Chairman, Gila County Board of Supervisors
Title

Date *9/29/10*

Date *9/2/10*

DE111093-001
ADES Contract Number:

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE


By: Assistant Attorney General


By: Public Legal Counsel

Date *9/24/10*

Date *9/7/10*

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well being, and self sufficiency of children, adults, and families.

2.0 PARTIES

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), Rehabilitation Services Administration (RSA) and Gila County dba Gila Employment and Special Training ("Contractor").
- 2.2 RSA is the administration within the Department of Economic Security that provides Vocational Rehabilitation (VR) services and Independent Living (IL) services to individuals with various disabilities. Through the provision of VR services, RSA assists individuals with disabilities in achieving permanent, integrated, and competitive employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Through the provision of IL services, RSA assists eligible individuals to increase their ability to function independently in home, community and at work.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall have an effective date of last signature and shall end on September 30, 2015, unless otherwise agreed upon by both parties in writing.

3.2 PRIOR SERVICE

- 3.2.1 The parties agree that if similar services were provided by the Contractor from October 1, 2010 to the date of last signature, those services will be compensated under this agreement.

3.3 EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.4 TERMINATION

- 3.4.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.4.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of telephone number;
 - 2. Change in authorized signatory; and/or
 - 3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 "**Department**" means the Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 5.2 "**May**" indicates something that is not mandatory but permissible.

- 5.3 **"Shall, Must"** indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 5.4 **"Should"** indicates something that is recommended but not mandatory. If the contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 5.5 **"Vulnerable adult"** means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to provide Client Access, Education and Information (Career Exploration and Supported Education) services to RSA clients who are individuals with disabilities in Gila County
- 6.2 RSA is authorized to provide this service under the Rehabilitation Act of 1973, as amended (29 U.S.C. 723(a) Vocational Rehabilitation Services and A.R.S. §23-503 Duties and Powers of Vocational Rehabilitation Division (i.e. Administration).

7.0 MANNER OF FINANCING

- 7.1 RSA will use 21.3% State Funds and 78.7% Federal Vocational Rehabilitation Grant Funds to pay for this service in accordance with the Price Sheet (Attachment 02).

8.0 SERVICE DESCRIPTION

- 8.1 The purpose of this service is to provide Client Access, Education and Information services to assist RSA clients, who are individuals with disabilities, in achieving their educational and employment goals that will ultimately lead toward successful employment. See attached Scope of Work.

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:
- 9.2 The Contractor shall:
- 9.2.1 Provide Client Access, Education and Information services in accordance with the Scope of Work attached to this agreement.
- 9.3 The ADES will:
- 9.3.1 Refer RSA clients to the Contractor.
- 9.3.2 Pay the Contractor's invoices upon the completion of the service and after all reporting and payment requirements are met.

10.0 REPORTING REQUIREMENTS

- 10.1 The Contractor shall meet all reporting requirements stated in the Scope of Work

11.0 PAYMENT REQUIREMENTS

- 11.1 The Contractor shall meet all payment requirements stated in the Scope of Work

12.0 NOTICES

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Gila County
ATTN: David Caddell
Gila Employment and Special Training
5515 South Apache Ave. Suite 200
Globe, Arizona 85501

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
ATTN: RSA Contracts Unit
Rehabilitation Services Administration
PO BOX 6123; Site Code 930A
Phoenix, AZ 85005-6123

13.0 DISPOSITION OF PROPERTY

13.1 None.

14.0 OTHER MATTERS

14.1 None.

15.0 APPLICABLE LAW

15.1 In accordance with ARS § 41-2501, et.seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

16.0 ARBITRATION

16.1 In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.

18.1 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 ADES may take any of the following actions:

18.1.1 Reduce payments or units authorized;

18.1.2 Accept a decrease in price offered by the, contractor

18.1.3 Cancel the Agreement

18.1.4 Cancel the Agreement and re-write the requirements.

18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available

19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

20.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY. If providing direct services to children or vulnerable adults, the following shall apply:

- 20.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 20.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients.
- 20.3 Within thirty (30) days of contract award, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.4 At least sixty (60) days prior to the Contract End Date, the Contractor shall submit the "Request for Search of Central Registry for Employment" for each employee and subcontract employee providing direct services to children or vulnerable adults.
- 20.5 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.
- 20.6 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

21.0 CONFLICT OF INTEREST

- 21.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

22.0 DATA SHARING AGREEMENT

- 22.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

23.0 E-VERIFY

- 23.1 In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

24.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 24.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

25.0 FINGERPRINTING

25.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

- 25.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.
- 25.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 25.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 25.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
- 25.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

26.0 INDEMNIFICATION

26.1 Indemnification for Contractor:

26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of 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.

26.2 Indemnification for Subcontractor

26.2.1 In addition, Gila County dba Gila Employment and Special Training shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily

injury or personal injury (including death), or loss or damage 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 Gila County dba Gila Employment and Special Training's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

27.0 INSURANCE REQUIREMENTS

27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA: None.

27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

- Each Claim \$1,000,000
- Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, ~~wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.~~
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 **unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. **Verification of Coverage:** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. The Contractor shall retain all certificates and endorsements at its office which shall be available to the Department for review upon request.
- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a

Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 20.0 of the Arizona Department of Economic Security Special Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 20.2.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 20.2.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 20.0 above.

28.0 IT 508 COMPLIANCE

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-2531 and §2532 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.

29.0 MONITORING

29.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices

30.0 NON-AVAILABILITY OF FUNDS

30.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

31.1 In accordance with A.R.S. §41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

32.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

32.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

33.0 RIGHT OF OFFSET

33.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

34.0 SCRUTINIZED BUSINESS

34.1 In accordance with A.R.S. §35-391.06 and A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

35.0 SUBCONTRACTS

35.1 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

36.0 THIRD- PARTY ANTITRUST VIOLATIONS

36.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

37.0 UNALLOWABLE COSTS

37.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

37.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

1. OMB Circular A-87 for State, local and Indian Tribal Governments.
2. OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.
3. OMB Circular A-21 for educational institutions.
4. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

38.0 ATTACHMENTS

38.1 The following list of attachments constitutes an integral part of subject agreement:

38.1.1 Scope of Work Client Access, Education and Information (Career Exploration and Supported Education)

38.1.2 Service Implementation Questionnaire (Attachment 01)

38.1.3 Price Sheet (Attachment 02)

38.1.4 Request for Search of Central Registry for Background Check (Attachment 03)

38.1.5 Facility Location Chart (Attachment 04).

39.0 EXHIBITS

39.1 The following list of exhibits constitutes an integral part of subject agreement:

39.1.1 Client Service Plan (Exhibit A)

39.1.2 Career Exploration Summary (Exhibit B)

39.1.3 Contractor Code of Conduct (Exhibit C)

39.1.4 Client Transportation Requirements (Exhibit D)

39.1.5 Monthly Progress Report (Exhibit E)

39.1.6 Quarterly Report (Exhibit F)

39.1.7 Contractor Billing Form (Exhibit G)

39.1.8 Data Sharing Agreement (Exhibit J)

Attachment 02

Client Access, Education and Information (Career Exploration and Supported Education)
Price Sheet

Item # 1:	CAREER EXPLORATION: One Individual Hour, sixty (60) minutes, of actual time spent providing services to one RSA client.
------------------	---

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

Item # 2:	CAREER EXPLORATION One Group Hour, sixty (60) minutes, of actual time spent with a client who is in attendance in a group of two (2) to six (6) clients receiving direct services.
------------------	--

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	55	HR - Hour				

Item # 3:	SUPPORTED EDUCATION One Individual Hour means sixty (60) minutes of actual time spent providing services to one RSA client.
------------------	---

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0	50	HR - Hour				

**Client Access, Education and Information
(Career Exploration and Supported Education) Gila County
Intergovernmental Agency Agreement # DE111093-001**

**APPLICANT:
GILA COUNTY
dba, GILA EMPLOYMENT AND & TRAINING PROGRAM
5515 South Apache Ave. Suite 200
GLOBE, AZ 85501
(928) 425-7631**

**CONTACT: DAVID B. CADDELL,
G.E.S.T PROGRAM MANAGER EXT. 8664
E-MAIL dcaddell@co.gila.az.us
FAX: (928) 425-9468**

The GEST Program Mission Statement:

“To provide employment services along with daily living skills to disabled clients in a manner which supports and enhances self sufficiency, self esteem mutual respect, value and dignity.”

GEST PROGRAM COMMITMENT:

The GEST Program is committed to provide the very best services to the disabled population, and to continue to improve and enhance the services that we provide. The GEST staff continually participates in further education classes in the effort to be and stay current in any changes regarding service delivery. It is our goal to continue to gain further knowledge and skills to enable us to provide exemplary services to our clients.

By applying for and obtaining an “Enhancement Grant” through RSA the GEST Program has been able to place on staff a Disability Specialist” who provides “one-on-one” services to our clients and who assists clients navigate the One Stop Resource Room to make it a viable resource to persons with disabilities. The Disability Specialist provides a variety of extensive one-on-one and group services to our clients. GEST staff is certified in all required trainings, have class a State of Arizona Department of Public Safety fingerprint clearance and the Disability Specialist has completed two ASL classes at our local Community College, and an ADA online course.

Responses to Service Implementation Questionnaire:

- 1. Describe how linguistically and culturally appropriate services and materials will be provided to meet the needs of persons with disabilities. The response should include how staff will accommodate the clients and assure that they will have ready access to services.**

Gila County Division of Health and Community Services, GEST Program provides services to a vast culturally diverse population with equally diverse disabilities. All individuals have equal access to the variety of services regardless of disability, language, culture and demographic or geographic location. GEST accommodates for the non-English and monolingual population and provides interpreters for the hearing impaired. GEST provides “family focused” service with consideration to cultural diversity and beliefs. GEST has two wheelchair Maxivans available to assist with transportation while providing services to those that require that accommodation. Both GEST Program locations are ADA compliant for accessibility.

The GEST department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. GEST recognizes the uniqueness of each individual’s needs and level of service(s) based on cultural diversity and their

disability. Bilingual staff is available to assist the non-English and monolingual population. GEST clients are comprised of clients who are referred by "client choice"; through a contract with ADES/Vocational Rehabilitation Services, and clients who are referred through a contract with the ADES/Division of Developmental Disabilities

GEST offices are located in Globe and Payson to provide services to all individuals with disabilities, throughout Gila County including the San Carlos Indian Reservation. GEST staff is fully trained in all aspects of service delivery, they have an excellent understanding of the special needs of persons with disabilities and other barriers, and an understanding of client rights, principals of normalization and they have the ability to relate well to all persons with disabilities. GEST staff is certified in CPR, First Aid, and Crisis Intervention, and they all possess Fingerprint Clearance as required. GEST staff: GEST Program Manager, one Job Coach, a Mobile Crew Coordinator, a One Stop Center Disability Specialist in the Globe area, and one Job Coach in the Payson area. GEST has on staff a Disability Specialist who is bilingual who has completed two courses in American Sign Language, a Psychology course and an Americans with Disabilities Act online course.

Divisional staff is available if the need is evident to provide translation in Spanish, Apache, Navajo and sign language. If a client referral indicates a need for this type of accommodation, GEST will make those arrangements at no cost to the consumer.

2. Describe how Career Exploration and/or Supported Education outcomes will be achieved.

Career Exploration:

When GEST receives a referral for services along with relevant client data and valid authorization for the service provision, a meeting will be scheduled with the VRC, and the client within ten business days. GEST will review all pertinent data that has been provided specific to the clients' needs and goals to prepare for the scheduled pre-consultation meeting.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days after a official authorization has been received.

GEST staff will schedule and provide the services in accordance with the clients' availability and the programs hours of operation. GEST will schedule and conduct an introduction and orientation to the World of Work, which will cover the meaning, value, and demands of work, provide information on the effect stress has on the general good

health utilizing information and guest speakers from the Gila County Health Department and other available resources. Staff will provide instruction on the effective methods of dealing with stress and the appropriate manner to deal with conflict by using a various materials. Utilizing self-assessments and various skills assessments will assist in gaining an increased awareness and understanding of the client's abilities, interests, values, and needs.

GEST staff will assist the client in navigating the available employment networks, and One Stop Center, and in utilizing the One Stop resources and/or other community resources that are available.

Staff will assist the client in obtaining information regarding various industries, and occupations and in understanding the difference between occupations, industries, and work options. Utilizing all the above mentioned information, staff will assist the client in deciding three (3) possible career options to research that are specific to the client's personal factors.

GEST staff will assist in exploring the three career options chosen by the client and will assist in locating, for review and discussion, the occupational trends, wages, job responsibilities, education and training requirements, job outlook, and all other relevant information. By utilizing specific goal oriented instructional videos and arranging for the client to visit businesses where they could observe employees who are engaged in job duties in the client's field of interest and by having the client participate in informal interviews and discussion with employers and employees the job coach can assist the client in making an informed decision for a vocational career goal.

Supported Education:

Prior to the pre-consultation meeting/service planning meeting, GEST staff will obtain and review all data pertaining to the client's medical and psychological status and the information contained in assessments/reports that have been completed.

During the pre-consultation/service planning meeting, a discussion is facilitated to determine the client's immediate employment desires and employment opportunities in the area that the client is interested in exploring. All parties in this planning session will have input and full participation in this process to determine the needs of the client, i.e. transportation, days available, etc... A Service Plan will be developed and when all parties are in agreement and if it is determined that the GEST program will be the service provider, Career Exploration services will begin within ten business days of receipt of an official authorization.

GEST staff will provide assistance in locating appropriate educational and/or training programs and assistance to the client in selecting the program most suitable for the client to meet their vocational goal. GEST staff will assist the client in identifying the educational cost and exploring financial aid resources and options to pay for the selected educational/training program the client has chosen, (e.g., Pell Grant, private grants, etc.).

Once the client has selected an educational or vocational program, GEST will assist the client in registering for the program, ~~orientation to the school campus~~ and school services. GEST staff will introduce the client to the Disability Services Resource center on the campus and assist in coordinating the disability related accommodation services and any needed special services, if applicable.

In order to monitor and evaluate the program performance a customer satisfaction survey will be completed monthly by each client evaluating the services they received to ensure that the service goals are being met.

3. Describe how Performance Standard #1, Acceptance Rate, will be met during the contract term.

The GEST program accepts all referrals for service from Vocational Rehabilitation; regardless of the disability and will continue to meet the requirements in Section 7.2.1 of the Scope of Work. All service provision will commence within (10) business days of the receipt of authorization from VR.

When the GEST Program Manager receives a referral for services from a VR Counselor, all reports/data relevant for successful service provision will be reviewed prior to the service planning meeting. During the service planning meeting GEST staff will participate in discussion regarding the client's needs and determine appropriate services to be provided that will lead towards achievement of a successful outcome.

4. Describe how Performance Standard #2, Successful Completion Rate, will be met during the contract term.

The GEST program is well recognized and respected in Gila County as the premier service provider, which opens many doors in our community. The program has also enjoyed a high success rate in providing services which assist our clients in achieving their individual employment and educational goals.

Overall program performance and the successful completion rate will be met by a regular monitoring and review of the clients' participation and consistent completion of Individual Instruction Plan objectives. An evaluation of the client's progress and service provided will ensure that the completion rate will be met, and through the review of monthly progress reports completed by GEST staff and monthly meetings with the VRC, the GEST Program Manager will be able to determine the level of achievement attained by the client and the overall success of services provided. Utilizing pre and post assessment of the client's progress will assist in monitoring and determining client and program success.

Through the above mentioned process, the Program Manager will also be able to measure the level of rehabilitation of the client to ensure that 80% achievement is obtained. It is not anticipated that the GEST Program will not achieve the performance standard

mentioned above however, if *GEST* falls below the required percentage, *GEST* will work ~~back with the local Vocational Rehabilitation Counselors by regular communication~~ and collaboration until the percentage of acceptance is in compliance with Section 7.2.2 of the Scope of Work.

Attachment 6

Arizona Department of Economic Security
 Rehabilitation Services Administration

FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business Name	Gila County
Doing Business As	Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County)			5515 South Apache Ave. Suite 200 Globe, Arizona 85501 Gila		
Telephone Number	Fax Number	Email address			
928-402-8664	928-425-9468	dcaddell@co.gila.az.us			
Contact Person's Name					
David B. Caddell					
Days And Hours Of Operation					
Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.					

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
David B. Caddell	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Catherine Levario	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
Phillis Weaver	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
tricia Rocha	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday | <input type="checkbox"/> Lincoln's Birthday |
| <input checked="" type="checkbox"/> President's Day | <input type="checkbox"/> Washington's Birthday | <input type="checkbox"/> Good Friday |
| <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day |
| <input type="checkbox"/> Rosh Hashanah | <input type="checkbox"/> Yom Kippur | <input type="checkbox"/> Columbus Day |
| <input checked="" type="checkbox"/> Veterans' Day | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Arizona Department of Economic Security
 Rehabilitation Services Administration
FACILITY LOCATION AND STAFFING CHART-GILA COUNTY

Legal Business Name Gila County
Doing Business As Gila Employment and Special Training

If you provide services in one or more service locations, please complete a Facility Location and Staffing Chart for each location

Service Location Address (City State Zip Code County) 107 West Frontier Street Suite C, Arizona 85541 Gila		
Telephone Number 928-402-8664	Fax Number 928-425-9468	Email address dcaddell@co.gila.az.us
Contact Person's Name David B. Caddell		
Days And Hours Of Operation Monday to Friday 8 AM to 5 PM, except holidays and the Friday after Thanksgiving.		

List the Staff and/or Subcontractors that will provide this service at this location:

First and Last name	Employee Subcontractor
Leona Bowman	S <input type="checkbox"/> E <input checked="" type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>
	S <input type="checkbox"/> E <input type="checkbox"/>

The facility(s) listed above will not be open on those holidays marked below (check box for applicable holidays):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Year's Day
<input checked="" type="checkbox"/> President's Day
<input checked="" type="checkbox"/> Memorial Day
<input type="checkbox"/> Rosh Hashanah
<input checked="" type="checkbox"/> Veterans' Day
<input type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Martin Luther King Jr.'s Birthday
<input type="checkbox"/> Washington's Birthday
<input checked="" type="checkbox"/> Independence Day
<input type="checkbox"/> Yom Kippur
<input checked="" type="checkbox"/> Thanksgiving Day
<input checked="" type="checkbox"/> _____ | <input type="checkbox"/> Lincoln's Birthday
<input type="checkbox"/> Good Friday
<input checked="" type="checkbox"/> Labor Day
<input type="checkbox"/> Columbus Day
<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____ |
|---|---|---|

Does this Facility Location meet minimum accessibility requirements as required by the American with Disability Act of 1990 (ADA) and the Architectural Barriers Act of 1968 (ABA). Yes No

Lira, Gloria

From: Voight, Christina, A
Sent: Wednesday, June 22, 2011 8:59 AM
To: Lira, Gloria
Subject: RE: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Yes they have submitted, and with no hits.

Christina Voight

*Central Registry Specialist - Contracts
Division of Children, Youth and Families
1789 West Jefferson Avenue
Phoenix, AZ 85007
P 602.542.2370
F 602-542-3330*

From: Lira, Gloria
Sent: June 22, 2011 8:18 AM
To: Voight, Christina, A; Pasalic, Vanja; Tan, Sue-Anne
Subject: DE111093-001 Gila County Career Exploration/Supported Edu Background Clearance?

Hi Christina: Dave Caddell from Gila County recently submitted paperwork for staff working the Gila Employment & Special Training (GEST) Career Exploration/Supported Education contract. I am checking with you today to see if there are any hits on the contract or is it clear. You will find the contract number in the subject line. Thanks for your help.

Gloria Lira

Contract Management Specialist III
Rehabilitation Services Administration
1789 W. Jefferson Ave., 2NW Site Code:930A
Phoenix, AZ 85007-3202
(602) 542-3332-Voice
(602) 542-3705-Contract Unit Fax
(602) 542-3778-RSA General Fax

NOTICE: This e-mail (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this e-mail and its attachments. If you have received this e-mail in error, please immediately notify the person named above by reply e-mail, and then delete the original e-mail. Thank you.

**Attachment
REQUEST FOR SEARCH OF
CENTRAL REGISTRY FOR BACKGROUND CHECK**

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry for Background Check and any attached files shall be used as one factor to determine qualifications for persons applying for contracts with this state, including employees of the potential contractor, for positions that provide direct service to children or vulnerable adults. The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.

PLEASE FILL OUT THE INFORMATION BELOW:

Offeror or Contractor Name (Print) Gila County, dba Gila Employment and Special Training	
Solicitation Number: ADES RSA Fee Schedule	Contract Number: DE111093-001 ADES Career Exploration & Supported Education
Phone Number: (928) 402-8664	
Mailing Address: 5515 South Apache Ave. Suite 200 Globe, Arizona 85501	
Email Address: dcaddell@co.gila.az.us	
Name of Person Authorized to Submit Request (Print): David B. Caddell	
Signature of Requester: 	
Date of Request: 6/30/2011	

NOTE for OFFEROR/CONTRACTOR:

Mail your completed central registry request to:

DCYF Contracts Unit
Attention: Christina Voight, Central Registry Specialist
Arizona Department of Economic Security
1789 W. Jefferson St, SITE CODE 940A
Phoenix, AZ 85007

or **Fax** to DCYF Contracts Unit, Attention: Christina Voight, Central Registry Specialist at 602-542-3330

or **Email** (encrypted) to DCYF Central Registry Specialist at cvoight@azdes.gov

FYI, results of this check will be either

1. EMAILED to email address above if all names are cleared; or
2. MAILED to the requester with information on employees who are found to have substantiated reports.

Internal Use Only;

For Solicitations: DES Designated Staff (Office of Procurement):

For Contracts: DES Designated Staff (Program):

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name David B. Caddell	Name Phillis Weaver
Alias (previously used names) None	Alias (previously used names) Phillis Jaramillo
Date of Birth 2/8/1963	Date of Birth 4/22/1955
Social Security Number 280-68-9499	Social Security Number 527-08-8366
<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>	<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>

Employee Information (Print)	Employee Information (Print)
Name Leona Bowman	Name Doris Root
Alias (previously used names) Leona Huffman	Alias (previously used names) Doris Tafe
Date of Birth 6/10/1962	Date of Birth 5/7/1953
Social Security Number 526-49-8035	Social Security Number 373-64-0617
<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>	<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

Employee Information (Print)	Employee Information (Print)
Name Bridget Yvette Warden	Name Helena Lopez
Alias (previously used names) Bridget Yvette Mc Gaughey	Alias (previously used names) Helene Lagunas
Date of Birth 6/1/1965	Date of Birth 9/30/1963
Social Security Number 526-79-0417	Social Security Number 526-83-8342
<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>	<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>

Employee Information (Print)	Employee Information (Print)
Name Carol Tanner	Name
Alias (previously used names) Carol Branson and Carol Overlander	Alias (previously used names)
Date of Birth 12/1/1960	Date of Birth
Social Security Number 496-72-4299	Social Security Number
<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>	<p>INTERNAL DES USE ONLY Search results</p> <p>Reports <input type="checkbox"/> Yes Number _____ See attached document(s) <input type="checkbox"/> No</p> <p>Date of Search _____</p> <p>Name of Person Completing Search _____</p> <p>Signature _____</p>

ARF-936

Consent Agenda Item 3- E

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Barbara Valencia, WIA Department Program Manager
Submitted By: Barbara Valencia, WIA Department Program Manager, Community Services Division

Department: Community Services Division **Division:** WIA Department

Presenter's Name:

Information

Request/Subject

Amendment #3 to Contract Number No. Gila 10100 between Gila County and Central Arizona Association of Governments.

Background Information

Under Title 1 of the Workforce Investment Act (WIA), the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, adults, youth, incumbent workers, veterans, persons with disabilities, and employers throughout the WIA One-Stop Service Delivery System.

October 26, 2010 - the Board of Supervisors approved the original Contract No. Gila 10100 for a total of \$1,140,809.

May 17, 2011 - the Board of Supervisors approved Amendment #1 to Contract No. Gila 10100 for an increase of \$25,206 for outstanding Performance Measures.

September 20, 2011 - the Board of Supervisors approved Amendment #2 to Contract No. Gila 10100 to continue to provide services to the Adult and Youth programs through June 30, 2012, in the amount of \$1,198,700.

Evaluation

The State DES (Department of Economic Security) Workforce Administration was monitored by the U.S. Department of Labor last year and one of the findings on the state was for not having the required clauses in our sub-recipients contracts; therefore, the following clauses are being added to Central Arizona Association of Governments contract as required by the U.S. Department of Labor.

Add Section 33: Copyrights and Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

Add Section 34: Clean Air Act & Clean Water Act

As the Contractor you must be in compliance with all applicable standards, orders, or requirements

issued under SECTION 306 of the Clean Air Act (42 U.S.C. 1857 (h)), SECTION 306 of the Clean Water Act (33 U.S. C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Add Section 35: Energy Policy and Conservation Act

As the Contractor, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Add Section 36: Davis-Bacon Act

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

Add Section 37 – Copeland “Anti-Kickback” Act

As the Contractor to this agreement, you are expected to comply with the Copeland “Anti”Kickback” Act (18 U.S.C 874 as supplemented in the Department of Labor regulations (29CFR Part 5) when required by Federal grant program legislation.

Add Section 38 – Debt Collection & Audit Resolution

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184: 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s);
- (b) The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

Add Section 39: Federal Immigration and Nationality Act

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

Add Section 40: Scrutinized Business

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

Conclusion

The contract has been amended to reflect the additional paragraphs as required by the U.S. Department of Labor. Paragraphs added include Section 33, Section 34, Section 35, Section 36, Section 37, Section 38, Section 39, and Section 40.

Recommendation

Recommendation to approve Amendment No. 3 - Contract No. Gila 10100 between Gila County and Central Arizona Association of Governments to include the additional paragraphs of Section 33, Section 34, Section 35, Section 36, Section 37, Section 38, Section 39, and Section 40.

Suggested Motion

Approval of Amendment No. 3 to Contract No. Gila 10100 between Gila County and Central Arizona Association of Governments to add certain paragraphs to the Contract as required by the U.S. Department of Labor.

Attachments

Amendment #3 - Contract 10100

Amendment #2 - Contract 10100

Amendment #1 - Contract 10100

Contract No. Gila 10100

Legal review explanation

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2010 WORKFORCE INVESTMENT ACT

1. CONTRACTOR <i>(Name and address)</i> Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10100
	3. AMENDMENT NUMBER 03

2. The purpose of this amendment is to include additional paragraphs as required by the U.S. Department of Labor.

Add Section 33: Copyrights and Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

Add Section 34: Clean Air Act & Clean Water Act

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Add Section 35: Energy Policy and Conservation Act

As the Contractor, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Add Section 36: Davis-Bacon Act

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

Add Section 37 – Copeland “Anti-Kickback” Act

As the Contractor to this agreement, you are expected to comply with the Copeland “Anti”Kickback” Act (18 U.S.C 874 as supplemented in the Department of Labor regulations (29CFR Part 5) when required by Federal grant program legislation.

Add Section 38 – Debt Collection & Audit Resolution

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184: 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99: OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

- (a) The Contractor is responsible for all funds under its grant(s);
- (b) The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

Add Section 39: Federal Immigration and Nationality Act

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

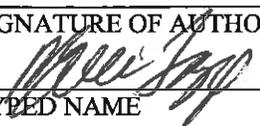
The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

Add Section 40: Scrutinized Business

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

3. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

4. Central Arizona Association of Governments SIGNATURE OF AUTHORIZED INDIVIDUAL 	5. NAME OF CONTRACTOR Gila County Board of Supervisors SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME D. Brian Tapp	TYPED NAME Tommie C. Martin
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 10-17-2011	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

By: _____
Gila County Attorney

Date: _____

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2010 WORKFORCE INVESTMENT ACT

1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10100
	3. AMENDMENT NUMBER 02

Section 3. Term of Agreement is amended to read:
The Agreement shall be in effect from April 1, 2010 through June 30, 2012.

Section 5. Compensation is amended to read:
The contract reimbursement maximum per program and funding period is as follows:

PY11 Youth \$572,396
PY11 Adult \$ 47,599
FY 12 Adult \$578,705

Total Contract Amendment is \$1,198,700

Total Youth Carryover 100
Total new youth enrollments to be served 60
Total Youth Participant to be served 160

Total Adult Carryover 109
Total new adult enrollments to be served 60
Total Adult Participants to served 169

Section 18. Records, Accounts and Reports to be Maintained by Contractor is amended to read.
The "only" acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Security Accrued Expenditure and Cash Report for WIA. This Report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

- A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

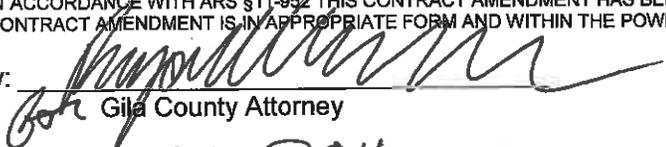
The Contractor shall provide County the following reports:

- Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
- Monthly report of enrollments and participant activity changes
- Monthly reports of fiscal and program performance
- Such other reasonable records and reports as may be required by the Gila County.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. Central Arizona Association of Governments SIGNATURE OF AUTHORIZED INDIVIDUAL 	8. NAME OF CONTRACTOR Gila County Board of Supervisors SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME D. Brian Tapp	TYPED NAME Tommie C. Martin
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 8-24-2011	DATE 9/20/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

By: 
Gila County Attorney

Date: 9-19-2011

CONTRACT AMENDMENT

BETWEEN GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS PROGRAM YEAR 2010 WORKFORCE INVESTMENT ACT

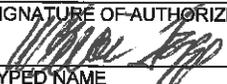
1. CONTRACTOR (Name and address) Central Arizona Association of Governments 1107 South Idaho Road, Suite 300 Apache Junction, AZ 85219-6497	2. CONTRACT ID NUMBER Gila 10100
	3. AMENDMENT NUMBER 01

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Incentives Dollars for PY09/FY10 in the amount of \$25,206 are awarded to Central Arizona Association of Governments for outstanding Performance Measures.

The funds have an effective date from July 1, 2010 through June 30, 2012.

The Contract total of \$1,140,809 is increased by \$25,206 to a new total of \$1,166,015.

5. ATTACHMENT A	
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
7. Central Arizona Association of Governments	8. NAME OF CONTRACTOR Gila County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME D Brian Tapp	TYPED NAME Michael A. Pastor
TITLE Executive Director	TITLE Chairman of the Board of Supervisors
DATE 4-26-2011	DATE 5/17/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

By: 
Gila County Attorney

Date: 5-17-2011

ATTACHMENT "A"
Contract Between
Gila County and Central Arizona Association of Governments
Program Year 2010
Contract #: Gila 10100

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CANCELLATION

This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

**CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS
PROGRAM YEAR 2010**

This is a General Services Contract, hereinafter called Contract, entered between Gila County acting through the Gila/Pinal Workforce Investment Board and Central Arizona Association of Governments hereinafter called Contractor.

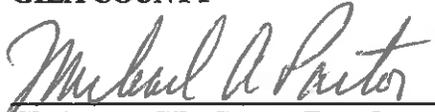
WHEREAS, Central Arizona Association of Governments shall provide employment and training services to Workforce Investment Act Title 1 eligible adults and youth in Gila and Pinal Counties in the amount of \$1,140,809 for Program Year 2010 – April 1, 2010 – June ~~2010~~²⁰¹¹; and

WHEREAS, Central Arizona Association of Governments shall provide youth and adult services to Workforce Investment Act Title 1 eligible youth and adults in Gila and Pinal Counties; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona Association of Governments agrees to abide by all terms and condition sets forth in this Contract.

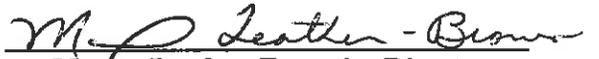
**FOR AND ON BEHALF OF
GILA COUNTY**



Chairman, Gila County Board
of Supervisors

10/26/10
Date

FOR AND ON BEHALF OF CONTRACTOR



Maxine Leather, Executive Director
Central Arizona Association of Governments

September 20, 2010
Date

Contract #: Gila 10100

APPROVED AS TO FORM



Gila County Attorney

10 26 2010
Date

Contract #: Gila 10100

Page 1 of 11

1. GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT

- a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
- b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
- c. Eliminate program redundancy and provide easier access to clients.
- d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. PARTIES

This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona Association of Governments (CAAG) called the "Contractor".

3. TERM OF AGREEMENT

This Agreement shall be in effect from April 1, 2010 through June 30, ²⁰¹¹2010. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be default of any provision of this Contract. Advanced monies not earned shall be repaid to the county within 30 days of termination or suspension.

4. PURPOSE OF CONTRACT

Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth and Adults, throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. MANNER OF FINANCING – COMPENSATION

The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be \$1,140,809.

The contract reimbursement maximum per program and funding period is as follows:

PY10 Youth	\$536,075
PY10 Adult	\$100,318
FY11 Adult	\$477,551
PY08 Set-A-Side	\$ 26,865
Total Youth Carryover	88
Total New Participants	60
Total Participant to be Served	148
Total Adult Carryover	97
Total New Participants	60
Total Participant to be Served	157

6. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. RECISSION OF FUNDS

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the State may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from a designated future periods(s) of time.

8. SERVICE DESCRIPTION

Program eligibility will be conducted on each applicant prior to provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retraining employment.

Services provided to adults and youth, as appropriate to meet the individuals needs, may include any of the following:

- a. **Core Services** – determination of WIA eligibility; outreach, intake and orientation to the One-Stop system; initial assessment of skill levels, aptitudes, abilities, and support service needs; job search and placement of performance information and program costs on eligible providers of training services; information on local performance; information on availability of supportive services in the local area and referrals as appropriate; information on filing claims for unemployment insurance compensation; and assistance in establishing eligibility for programs of financial and assistance for training and education programs; and follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than 12 months after the first day of employment.
- b. **Intensive Services** – comprehensive and specialized assessment of skill levels and service needs; development of an individual employment plan identifying employment goals, appropriate objectives and combination of services to achieve employment goals; group counseling; individual counseling and career planning; case management for participants seeking training services; and short term prevocational services to prepare individuals for unsubsidized employment or training.
- c. **Training Services** – occupational skills training; on-the-job training; programs combining workplace with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training conducted by an employer or group of employers.
- d. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. STATUS OF CONTRACTOR

The status of the Contractor shall be that of an independent contractor. Neither Contractor or Contractor's officers, agents, or employees shall be considered an employee of County; nor shall they or their employees be entitled to receive any of the fringe benefits associated with County employment or be subject to the provisions of the County Merit System. Contractor will be responsible for payment of all Federal, State and local taxes associated with the compensation received by Contractor from County. Contractor shall be responsible for program development and operation without supervision by County.

10. SUBCONTRACTOR

Contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payments of any money due any subcontractor, except as may be required by law.

Contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by the County. Prior written approval shall not be required for the purchase of supplies, which are necessary and incidental to Contractor's performance under this Contract.

11. CONTRACTOR'S PERFORMANCE MEASURES

Contractor's performance under this Contract shall be to the satisfaction of the County. County shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures will result in submitting a Demand of Assurance and a written correction action plan from the contractor. Failure to complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed shall result in the immediate suspension of the Contractor's authority to request payment under the contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show the issues identified in the Demand for Assurance have been addressed.

If the Contractor does not comply with the approved Demand for Assurance response, Gila County will proceed with remedies outlined in Section 19.0 up to and including sanctions.

If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA Title 1 B funding as outlined in Section 12.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila County may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this contract. This Demand for Assurance shall include the citation from the contract which Gila County requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila county may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Adult and Youth) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

13. COMPLIANCE WITH LAWS

Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

14. MONITORING

Gila County shall monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County shall conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any County employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
- b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis of race, color, or national origin.
- c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
- d. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
- e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
- f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
- g. The Arizona Civil Rights Act;
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- i. Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

16. CONTRACTOR ASSURANCES:

- a. That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- b. That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- c. That it will comply with the confidentiality requirements of Section 136(f)(3).
- d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)
- e. That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- g. That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
 1. General Administrative Requirements;
29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
 2. Assurances and Certifications:
SF 424 B – Assurances for Non-construction Programs

29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
CFR part 93 – Certification Regarding Lobbying (and regulation)
29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)

3. Special Clauses/Provisions:
Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
 - i. That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
 - j. That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
 - k. That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
 - l. That the LWIB will meet a minimum of four times per year, or once each quarter.
 - m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
 - n. That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
 - o. That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

17. CONFLICT OF INTEREST

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

Reporting shall adhere to the following schedule: No later than the 25th day following each month during the contract term, the Contractor shall submit financial reports to Gila County in the form set forth within in the contract.

Failure to submit accurate and complete reports by the 25th day following the end of a month may result in retention of payment. The “only” acceptable form to report all programs accrued expenditures is the “Contractor Accrued Expenditure Report.”

The Contractor shall maintain the following written records;

- a. A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- b. Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

The Contractor shall provide County the following reports:

- a. Contractor shall submit a budget for the Adult and Youth Programs prior to start of program.
- b. Monthly invoices for compensation earned and costs incurred
- c. Monthly report of enrollments and participant activity changes
- d. Monthly reports of fiscal and program performance
- e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000 with WIA funds. Property records must include:

- a. Asset Number
- b. Item Description
- c. Manufacturer
- d. Serial Number
- e. Acquisition Date
- f. Physical Location
- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than\$500 to Gila County by August 1 of each year.

Before allocating WIA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor must complete a “WIA Pre-Approval of Equipment & Vehicles over \$5,000 Questionnaire” form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

“Vulnerable adult” means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to ADES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. Federal Requirements (applicable if Federal funds are involved):

If Contractor is a state or local government or non-profit organization which expends \$500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. and Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards are greater than \$100,000 but less than \$500,000 then a program specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually. If total Federal expenditures are \$100,000 or less, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually. Agencies with total expenditures of Federal awards less than \$50,000 do not have an annual audit requirement.

b. State of Arizona Audit Requirements:

If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

Each nonprofit corporation that receives in excess of \$100,000 in county assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

Each nonprofit corporation receiving \$50,000 to \$100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the board of supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles by an independent certified public accountant.

Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements.

c. Additional County Requirements:

Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.

County may require any contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.

All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. DISALLOWED CHARGES OR COSTS

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.

24. WORKING CONDITIONS

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

25. NO DISPLACEMENT OF WORKERS

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

26. SECTARIAN FACILITIES

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

27. ATTENDANCE AT MEETING

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

28. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The Policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: separately, each contractor or subcontractor exempts under A.R.S. 23-901 and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
- b. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
- d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

- a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.
- b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:
 - (i) Change the purpose of the Contract;
 - (ii) Increase or decrease the compensation provided for in the Contract;
 - (iii) Change the term of the Contract;
 - (iv) Change the scope of assurances of the Contract;
 - (v) Change any section of the Contract other than the Scope of Work/Services or budget;
 - (vi) Any change that is not a minor amendment as described below.
- b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments are

changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila County 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 public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

- a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. E-VERIFY

In accordance with A.R.S. §41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

ATTACHMENTS

The following list of attachments constitutes an integral part of subject agreement.
Attachment A – Sanction Schedule

Attachment A - Sanction Schedule for Failed Performance

Number of Years Performance Measure Failed	Sanction for 1 Performance Measure	Sanction for 2 Performance Measures	Sanction for 3 Performance measures	Sanction for 4 Performance Measures
2	1% of PY/FY Allocation	2% of PY/FY Allocation	3% of PY/FY Allocation	4% of PY/FY Allocation
3	5% of PY/FY Allocation	6% of PY/FY Allocation	7% of PY/FY Allocation	8% of PY/FY Allocation
4	10% of PY/FY Allocation	11% of PY/FY Allocation	12% of PY/FY Allocation	13% of PY/FY Allocation
5	20% of PY/FY Allocation	21% of PY/FY Allocation	22% of PY/FY Allocation	23% of PY/FY Allocation



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-930

Consent Agenda Item 3- F

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Kendall Rhyne, Submitted By: Lisa King, Administrative Clerk Sr.,
Chief Probation Officer Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2012 Budgeted?: Yes

Contract Dates April 1, 2011 - March 31, Grant?: No

Begin & End: 2012

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The detention center provides services to the Bureau of Indian Affairs by contracting bed space for tribal juveniles at a rate of \$131.40 per day per juvenile from the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

Evaluation

Amendment No. 1 to Contract No. A11PC00100 allows Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by increasing the total contract amount by \$63,000. The income generated from this contract in fiscal year 2010-2011 totaled approximately \$245,000. This would be a significant loss of income for Gila County should this Amendment be denied.

Conclusion

Amendment No. 1 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs.

Recommendation

The Gila County Probation Department recommends approval of Amendment No. 1 to Contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment No. 1 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the total contract amount to \$63,100 for payment coverage of continuing detention services.

Attachments

BIA Contract A11PC00100

Amendment No. 1 to Contract No. A11PC00100

Legal review explanation

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

2. CONTRACT (Proc. inst. ident.) NO. A11PC00100 3. EFFECTIVE DATE 04/01/2011 4. REQUISITION/PURCHASE REQUEST PROJECT NO.

5. ISSUED BY CODE KH0230 6. ADMINISTERED BY (If other than Item 5) CODE KH0230
 BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004-

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) 8. DELIVERY FOB Origin Other (See below)
 GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093
 9. DISCOUNT FOR PROMPT PAYMENT
 10. SUBMIT INVOICES (4 Copies unless other-wise specified) To THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE H0L300 12. PAYMENT WILL BE MADE BY CODE ABQ
 Jaki Baha-Alchesay BIA - Office of Justice Services District III 2600 N Central Avenue 8th Floor Phoenix, AZ 85004-
 BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352 Albuquerque, NM 87104-2303

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) (1) 14. ACCOUNTING AND APPROPRIATION DATA 2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE LINE ITEM DETAIL					

15G. TOTAL AMOUNT OF CONTRACT \$ 100.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.
 (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman

20A. NAME OF CONTRACTING OFFICER Gerald Knox, 1420-0660-1012

19B. NAME OF CONTRACTOR By (Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA By Gerald Knox (Signature of Contracting Officer)

20C. DATE SIGNED 05/06/11

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Line Item Summary	Document Number A11PC00100	Title COUNTY OF GILA	Page 2 of 33
--------------------------	--------------------------------------	--------------------------------	------------------------

Total Funding:		\$100.00										
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
2010 2011		K0L400		258A		J3130						
Division	Closed FYs		Cancelled Fund									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
<i>VENDOR CODE: 147259191</i>							
0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	0001	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	\$100.000	\$ 100.00
	juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.						
	The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.						
0002	Medical Expenses	0002	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	\$.000	\$ 0.00
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0003	Option Year 1 - Contracted bed space for Tribal offenders	0003	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0004	Option Year 1 - Medical Expenses	0004	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0005	Option Year 2 - Contracted bed space for Tribal offenders	0005	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD

Line Item Summary	Document Number A11PC00100	Title COUNTY OF GILA	Page 3 of 33
--------------------------	--------------------------------------	--------------------------------	------------------------

Total Funding:		\$100.00									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 2011		K0L400		258A		J3130					
Division	Closed FYs		Cancelled Fund								

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Option Year 2 - Medical Expenses	0006	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0007	Option Year 3 - Contracted bed space for Tribal offenders		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0008	Option Year 3 - Medical Expenses		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0009	Option Year 4 - Contracted bed space for Tribal offenders		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0010	Option Year 4 - Medical Expenses		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						

Line Item Summary	Document Number A11PC00100	Title COUNTY OF GILA	Page 4 of 33
--------------------------	--------------------------------------	--------------------------------	------------------------

Total Funding: \$100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
-----	------	------------	-----	--------------	-----	---------	----------	-----	--------------	-----	--------------------

Division	Closed FYs	Cancelled Fund
----------	------------	----------------

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	--------------------------	----------	---------------	------------	---------------------------------

Total Cost: \$100.00

*Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
 Note: Funding shall be incorporated by Modification upon availability of funds.*

Contract Level Funding Summary	Document Number	Title	Page
---	------------------------	--------------	-------------

A11PC00100

COUNTY OF GILA

5 of 33

2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

\$100.00

Total Funding: \$100.00

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 6 of 33
-----------------------	-----------------------------------	---	--------------

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	7
C.1 Statement of Work	7
SECTION F -- Deliveries or Performance	12
F.1 Stop-Work Order	12
SECTION G -- Contract Administration Data	13
G.1 Invoice and Payment	13
SECTION I -- Contract Clauses	14
I.1 Contract Terms and Conditions--Commercial Items	14
I.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	17
I.3 Option to Extend Services	20
I.4 Option to Extend the Term of the Contract	20
I.5 Availability of Funds	20
I.6 Availability of Funds for the Next Fiscal Year	20
SECTION J -- List of Documents, Exhibits and Other Attachments	22
J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING	22
J.2 Medical Voucher - Attachment 1	23
J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS	24

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 7 of 33
-----------------------	-----------------------------------	---	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work
Gila County Juvenile Facility

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.
- 1.1.4. "Contractor" means the facility, tribe or local government providing the service.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.
- 1.1.6. "Juvenile" means any person who has not attained the age of 18.
- 1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.
- 1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.
- 1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.
- 1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

SECTION 2 - GENERAL INFORMATION

2.1. Scope of Work

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 8 of 33
-----------------------	-----------------------------------	---	--------------

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

2.5 Cost for services.

2.5.1 The cost shall be \$131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center
1425 E South Street
Globe, AZ 85501
(928) 425-6051
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS
2600 N Central Ave
Phoenix, Arizona 85004
(602) 379-6958 ext 1809
(602) 541-7166 (cellular)

2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

Section 3 - Specific Tasks

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 9 of 33
-----------------------	-----------------------------------	---	--------------

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 10 of 33
-----------------------	-----------------------------------	---	---------------

3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs
OJS-Accounting Operations
Attn: Cecilia Clark
1001 Indian School Road, NW, Suite 352
Albuquerque, NM 87104

Section 6 - Right to Refuse Placement

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 11 of 33
-----------------------	-----------------------------------	---	---------------

6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

Section 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 12 of 33
-----------------------	-----------------------------------	---	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 13 of 33
-----------------------	-----------------------------------	---	---------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

Designated Billing Office: The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

BIA-Albuquerque Accounting Operations
Attn: Cecilia Clark, Financial Manager
1001 Indian School Road NW, Suite 352
Albuquerque, NM 87104
Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038

Submit copy of the invoice to the Contracting Officer:

Gerald Knox, Contract Specialist
BIA-Western Regional Office - Division of Acquisition
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763

Submit copy of the invoice to the Contracting Officer's Representative:

Jaki Baha-Alchesay, Contracting Officer's Representative
BIA - Western Regional Office
District III/Corrections/LEA
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 14 of 33
-----------------------	-----------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010 ITEMS

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 15 of 33
-----------------------	-----------------------------------	---	---------------

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 16 of 33
-----------------------	-----------------------------------	---	---------------

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 17 of 33
-----------------------	-----------------------------------	---	---------------

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- MARCH 2011
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

Award/Contract	Document No.	Document Title	Page 18 of 33
	A11PC00100	COUNTY OF GILA	

- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (8) [Reserved]
- (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 19 of 33
-----------------------	-----------------------------------	---	---------------

- ___ (32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ___ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- x ___ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ___ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- x ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- x ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 20 of 33
-----------------------	-----------------------------------	---	---------------

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (Base Year + 4 Option Years).

I.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL

APRIL 1984

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 21 of 33
-----------------------	-----------------------------------	---	---------------

YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 22 of 33
-----------------------	-----------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

Memorandum

To: All DOI Employees
From: Deputy Secretary
Subject: Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- " Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- " Driving privately-owned vehicles (POV) while on official Government business; and
- " Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 23 of 33
-----------------------	-----------------------------------	---	---------------

J.2 MEDICAL VOUCHER - ATTACHMENT 1

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Office of Justice Services
Division of Corrections

MEDICAL VOUCHER

(Attach original invoices only, statements will not be accepted)

I certify that services have been rendered as indicated on the invoice and payment is now due for care provided for Tribal inmate/prisoner as listed on the attached invoice.

Signature of Certifying Official

Title

Date

Award/Contract	Document No.	Document Title	Page 24 of 33
	A11PC00100	COUNTY OF GILA	

J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2024
 Shirley F. Ebbesen Division of | Revision No.: 13
 Director Wage Determinations | Date Of Revision: 12/08/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.85	
01012 - Accounting Clerk II	16.68	
01013 - Accounting Clerk III	18.65	
01020 - Administrative Assistant	25.36	
01040 - Court Reporter	16.73	
01051 - Data Entry Operator I	12.52	
01052 - Data Entry Operator II	13.66	
01060 - Dispatcher, Motor Vehicle	16.40	
01070 - Document Preparation Clerk	13.55	
01090 - Duplicating Machine Operator	13.55	
01111 - General Clerk I	12.53	
01112 - General Clerk II	13.67	
01113 - General Clerk III	15.34	
01120 - Housing Referral Assistant	20.78	
01141 - Messenger Courier	12.33	
01191 - Order Clerk I	12.32	
01192 - Order Clerk II	14.86	
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk	20.26	
01280 - Receptionist	12.58	
01290 - Rental Clerk	14.97	
01300 - Scheduler, Maintenance	16.66	
01311 - Secretary I	16.66	
01312 - Secretary II	18.64	
01313 - Secretary III	20.78	
01320 - Service Order Dispatcher	14.32	
01410 - Supply Technician	25.36	
01420 - Survey Worker	16.63	
01531 - Travel Clerk I	13.28	
01532 - Travel Clerk II	14.46	
01533 - Travel Clerk III	15.61	
01611 - Word Processor I	13.82	

Award/Contract	Document No.	Document Title	Page 25 of 33
	A11PC00100	COUNTY OF GILA	

01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39

Award/Contract	Document No.	Document Title	Page 26 of 33
	A11PC00100	COUNTY OF GILA	

12130 - Medical Laboratory Technician	19.61
12160 - Medical Record Clerk	13.11
12190 - Medical Record Technician	15.57
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	33.98
12221 - Nursing Assistant I	10.25
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	15.39
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	24.34
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.06
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	15.03
13062 - Media Specialist II	16.81
13063 - Media Specialist III	18.75
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	23.00
14072 - Computer Programmer II	24.90
14073 - Computer Programmer III	(see I)
14074 - Computer Programmer IV	(see I)
14101 - Computer Systems Analyst I	(see I)
14102 - Computer Systems Analyst II	(see I)
14103 - Computer Systems Analyst III	(see I)
14150 - Peripheral Equipment Operator	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46

Award/Contract	Document No.	Document Title	Page 27 of 33
	A11PC00100	COUNTY OF GILA	

15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68
15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17

Award/Contract	Document No.	Document Title	Page 28 of 33
	A11PC00100	COUNTY OF GILA	

23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.77

Award/Contract	Document No.	Document Title	Page 29 of 33
	A11PC00100	COUNTY OF GILA	

27010 - Court Security Officer	20.49	
27030 - Detection Dog Handler	16.13	
27040 - Detention Officer	19.77	
27070 - Firefighter	21.80	
27101 - Guard I	11.01	
27102 - Guard II	16.13	
27131 - Police Officer I	25.69	
27132 - Police Officer II	28.53	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.84	
28042 - Carnival Equipment Repairer	15.17	
28043 - Carnival Equipment Worker	9.89	
28210 - Gate Attendant/Gate Tender	14.95	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	16.73	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	17.99	
28630 - Sports Official	13.33	
28690 - Swimming Pool Operator	19.72	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.45	
29020 - Hatch Tender	19.45	
29030 - Line Handler	19.45	
29041 - Stevedore I	17.16	
29042 - Stevedore II	21.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.58	
30023 - Archeological Technician III	24.25	
30030 - Cartographic Technician	24.59	
30040 - Civil Engineering Technician	21.56	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.84	
30063 - Drafter/CAD Operator III	22.12	
30064 - Drafter/CAD Operator IV	26.82	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.98	
30083 - Engineering Technician III	21.48	
30084 - Engineering Technician IV	25.33	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	34.64	
30090 - Environmental Technician	22.20	
30210 - Laboratory Technician	22.92	
30240 - Mathematical Technician	24.69	
30361 - Paralegal/Legal Assistant I	21.19	
30362 - Paralegal/Legal Assistant II	25.09	
30363 - Paralegal/Legal Assistant III	30.61	
30364 - Paralegal/Legal Assistant IV	37.15	
30390 - Photo-Optics Technician	24.69	
30461 - Technical Writer I	22.49	
30462 - Technical Writer II	27.51	
30463 - Technical Writer III	31.24	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	

Award/Contract	Document No.	Document Title	Page 30 of 33
	A11PC00100	COUNTY OF GILA	

30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.12
30621 - Weather Observer, Senior	(see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.17
31030 - Bus Driver		17.45
31043 - Driver Courier		13.84
31260 - Parking and Lot Attendant		10.32
31290 - Shuttle Bus Driver		15.35
31310 - Taxi Driver		10.88
31361 - Truckdriver, Light		15.35
31362 - Truckdriver, Medium		18.71
31363 - Truckdriver, Heavy		19.29
31364 - Truckdriver, Tractor-Trailer		19.29
99000 - Miscellaneous Occupations		
99030 - Cashier		11.86
99050 - Desk Clerk		10.74
99095 - Embalmer		24.27
99251 - Laboratory Animal Caretaker I		10.57
99252 - Laboratory Animal Caretaker II		13.33
99310 - Mortician		28.19
99410 - Pest Controller		14.44
99510 - Photofinishing Worker		13.44
99710 - Recycling Laborer		18.15
99711 - Recycling Specialist		23.31
99730 - Refuse Collector		17.29
99810 - Sales Clerk		12.38
99820 - School Crossing Guard		8.69
99830 - Survey Party Chief		26.46
99831 - Surveying Aide		15.94
99832 - Surveying Technician		22.46
99840 - Vending Machine Attendant		14.89
99841 - Vending Machine Repairer		18.88
99842 - Vending Machine Repairer Helper		14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 31 of 33
-----------------------	-----------------------------------	---	---------------

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 32 of 33
-----------------------	-----------------------------------	---	---------------

represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 33 of 33
-----------------------	-----------------------------------	---	---------------

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Amendment No. 0001

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 4

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/27/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
		CODE	KH0230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
	(X) 10B. DATED (SEE ITEM 13) 07/13/2011

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - \$63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. United States of America BY <u>Gerald Knox</u> (Signature of Contracting Officer)	16C. DATE SIGNED 07/27/2011

Line Item Summary	Document Number A11PC00100/0001	Title COUNTY OF GILA	Page 2 of 4
--------------------------	---	--------------------------------	-----------------------

Total Funding: \$63,100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
Division		Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$63,000.00	\$63,000.00
------	---	------------	------	----	-------------	-------------

Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: \$100.00
Modification Total: \$63,000.00
Grand Total: \$63,100.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

**Contract Level
Funding Summary**

Document Number
A11PC00100/0001

Title
COUNTY OF GILA

Page
3 of 4

Funding Strip Code

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -

Change in Funded Amount

\$63,000.00

Address Detail**Title**
COUNTY OF GILA**Document Number**
A11PC00100/0001**Page**
4 of 4**Shipping Addresses**

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-940

Consent Agenda Item 3- G

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Kendall Rhyne, Submitted By: Lisa King, Administrative Clerk Sr.,
Chief Probation Officer Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2012 Budgeted?: Yes

Contract Dates April 1, 2011 - March 31, Grant?: No

Begin & End: 2011

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The detention center provides services to the Bureau of Indian Affairs by contracting bed space for tribal juveniles at a rate of \$131.40 per day per juvenile from the jurisdiction of the Bureau of Indian Affairs - Office of Justice Services, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

Evaluation

Amendment No. 2 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by increasing the total contract amount by \$12,300. The original contract amount was set at \$100 and Amendment No. 1 increased the total contract amount by \$63,000. With Amendment No. 2, the total contract amount will be increased from \$63,100 to \$75,400. The income generated from this contract in fiscal year 2010-2011 totaled approximately \$245,000. This would be a significant loss in income for Gila County should Amendment No. 2 be denied.

Conclusion

Amendment No. 2 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by increasing the total contract amount by \$12,300.

Recommendation

The Gila County Probation Department recommends approval of Amendment No. 2 to Contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment No. 2 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract amount by \$12,300 for a total contract amount of \$75,400 for payment coverage of continuing detention services.

Attachments

Amendment No. 2 to Contract No. A11PC00100

BIA Contract A11PC00100

Amendment No. 1 to Contract No. A11PC00100

Legal review explanation

Amendment No. 0002

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 3

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/21/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
		CODE KH0230	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
	(X) 10B. DATED (SEE ITEM 13) 07/13/2011
CODE *	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$12,300.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Tommie C. Martin, Chairman</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. United States of America BY <u>Gerald Knox</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 10/21/2011

Line Item Summary	Document Number A11PC00100/0002	Title COUNTY OF GILA	Page 2 of 3
--------------------------	---	--------------------------------	-----------------------

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	03/31/2012 (04/01/2011 to 03/31/2012)	0.00	YR	\$12,300.00	\$12,300.00
------	--	--	------	----	-------------	-------------

Change in Unit Price
juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: \$63,100.00
Modification Total: \$12,300.00
Grand Total: \$75,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Shipping Addresses

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	Rating	Page 1	of Pages 33
-----------------------	--	--------	-----------	-------------------

2. CONTRACT (Proc. inst. ident.) NO. A11PC00100	3. EFFECTIVE DATE 04/01/2011	4. REQUISITION/PURCHASE REQUEST PROJECT NO.
--	---------------------------------	---

5. ISSUED BY BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004-	CODE KH0230	6. ADMINISTERED BY (If other than Item 5) BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004-	CODE KH0230
--	----------------	---	----------------

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	8. DELIVERY <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 Copies unless other-wise specified) To THE ADDRESS SHOWN IN: ITEM 12	

CODE *	FACILITY CODE	11. SHIP TO/MARK FOR Jaki Baha-Alchesay BIA - Office of Justice Services District III 2600 N Central Avenue 8th Floor Phoenix, AZ 85004-	12. PAYMENT WILL BE MADE BY BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352 Albuquerque, NM 87104-2303

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1)	14. ACCOUNTING AND APPROPRIATION DATA 2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -
---	--

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT	\$ 100.00
--------------------------------------	------------------

16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.

(Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Michael A. Pastor, Chairman

20A. NAME OF CONTRACTING OFFICER
Gerald Knox, 1420-0660-1012

19B. NAME OF CONTRACTOR
By _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
By Gerald Knox
(Signature of Contracting Officer)

20C. DATE SIGNED
05/06/11

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Line Item Summary	Document Number A11PC00100	Title COUNTY OF GILA	Page 2 of 33
--------------------------	--------------------------------------	--------------------------------	------------------------

Total Funding:		\$100.00									
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 2011		K0L400		258A		J3130					
Division	Closed FYs		Cancelled Fund								

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
<i>VENDOR CODE: 147259191</i>							
0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	0001	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	\$100.000	\$ 100.00
juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.							
The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.							
0002	Medical Expenses	0002	03/31/2012 (04/01/2011 to 03/31/2012)	1.00	YR	\$.000	\$ 0.00
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0003	Option Year 1 - Contracted bed space for Tribal offenders	0003	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0004	Option Year 1 - Medical Expenses	0004	03/31/2013 (04/01/2012 to 03/31/2013)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0005	Option Year 2 - Contracted bed space for Tribal offenders	0005	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD

Line Item Summary	Document Number A11PC00100	Title COUNTY OF GILA	Page 3 of 33
--------------------------	--------------------------------------	--------------------------------	------------------------

Total Funding:		\$100.00										
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
2010 2011		K0L400		258A		J3130						
Division	Closed FYs		Cancelled Fund									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Option Year 2 - Medical Expenses	0006	03/31/2014 (04/01/2013 to 03/31/2014)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0007	Option Year 3 - Contracted bed space for Tribal offenders		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0008	Option Year 3 - Medical Expenses		03/31/2015 (04/01/2014 to 03/31/2015)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0009	Option Year 4 - Contracted bed space for Tribal offenders		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
0010	Option Year 4 - Medical Expenses		03/31/2016 (04/01/2015 to 03/31/2016)	1.00	YR	\$.000	\$ 0.00 OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						

Contract Level Funding Summary	Document Number	Title	Page
---	------------------------	--------------	-------------

A11PC00100

COUNTY OF GILA

5 of 33

2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

\$100.00

Total Funding: \$100.00

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 6 of 33
-----------------------	-----------------------------------	---	---------------------

TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	7
C.1 Statement of Work	7
SECTION F -- Deliveries or Performance	12
F.1 Stop-Work Order	12
SECTION G -- Contract Administration Data	13
G.1 Invoice and Payment	13
SECTION I -- Contract Clauses	14
I.1 Contract Terms and Conditions--Commercial Items	14
I.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	17
I.3 Option to Extend Services	20
I.4 Option to Extend the Term of the Contract	20
I.5 Availability of Funds	20
I.6 Availability of Funds for the Next Fiscal Year	20
SECTION J -- List of Documents, Exhibits and Other Attachments	22
J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING	22
J.2 Medical Voucher - Attachment 1	23
J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS	24

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 7 of 33
-----------------------	-----------------------------------	---	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work
Gila County Juvenile Facility

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.
- 1.1.4. "Contractor" means the facility, tribe or local government providing the service.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.
- 1.1.6. "Juvenile" means any person who has not attained the age of 18.
- 1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.
- 1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.
- 1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.
- 1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

SECTION 2 - GENERAL INFORMATION

2.1. Scope of Work

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 8 of 33
-----------------------	-----------------------------------	---	---------------------

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

2.5 Cost for services.

2.5.1 The cost shall be \$131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center
1425 E South Street
Globe, AZ 85501
(928) 425-6051
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS
2600 N Central Ave
Phoenix, Arizona 85004
(602) 379-6958 ext 1809
(602) 541-7166 (cellular)

2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

Section 3 - Specific Tasks

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 9 of 33
-----------------------	-----------------------------------	---	--------------

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 10 of 33
-----------------------	-----------------------------------	---	---------------

3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs
OJS-Accounting Operations
Attn: Cecilia Clark
1001 Indian School Road, NW, Suite 352
Albuquerque, NM 87104

Section 6 - Right to Refuse Placement

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 11 of 33
-----------------------	-----------------------------------	---	---------------

6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

Section 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 12 of 33
-----------------------	----------------------------	----------------------------------	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 13 of 33
-----------------------	-----------------------------------	---	---------------

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

Designated Billing Office: The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

BIA-Albuquerque Accounting Operations
Attn: Cecilia Clark, Financial Manager
1001 Indian School Road NW, Suite 352
Albuquerque, NM 87104
Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038

Submit copy of the invoice to the Contracting Officer:

Gerald Knox, Contract Specialist
BIA-Western Regional Office - Division of Acquisition
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763

Submit copy of the invoice to the Contracting Officer's Representative:

Jaki Baha-Alchesay, Contracting Officer's Representative
BIA - Western Regional Office
District III/Corrections/LEA
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 14 of 33
-----------------------	-----------------------------------	---	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010
ITEMS

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 15 of 33
-----------------------	-----------------------------------	---	---------------

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 16 of 33
-----------------------	-----------------------------------	---	---------------

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 17 of 33
-----------------------	-----------------------------------	---	---------------

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- MARCH 2011
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 18 of 33
-----------------------	-----------------------------------	---	---------------

- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (8) [Reserved]
- (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

Award/Contract	Document No.	Document Title	Page 19 of 33
	A11PC00100	COUNTY OF GILA	

- ___ (32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
 - ___ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - ___ (ii) Alternate I (JAN 2004) of 52.225-3.
 - ___ (iii) Alternate II (JAN 2004) of 52.225-3.
 - ___ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ___ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
 - ___ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
 - ___ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ___ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - _x_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 - ___ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - ___ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - ___ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - ___ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- _x_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- _x_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 20 of 33
-----------------------	-----------------------------------	---	---------------

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years (Base Year + 4 Option Years)**.

I.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL

APRIL 1984

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 21 of 33
-----------------------	-----------------------------------	---	---------------

YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 22 of 33
-----------------------	-----------------------------------	---	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

Memorandum

To: All DOI Employees
From: Deputy Secretary
Subject: Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- " Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- " Driving privately-owned vehicles (POV) while on official Government business; and
- " Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 23 of 33
-----------------------	-----------------------------------	---	---------------

J.2 MEDICAL VOUCHER - ATTACHMENT 1

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Office of Justice Services
Division of Corrections

MEDICAL VOUCHER

(Attach original invoices only, statements will not be accepted)

I certify that services have been rendered as indicated on the invoice and payment is now due for care provided for Tribal inmate/prisoner as listed on the attached invoice.

Signature of Certifying Official

Title

Date

J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2024
 Shirley F. Ebbesen Division of | Revision No.: 13
 Director Wage Determinations | Date Of Revision: 12/08/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.33
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01280 - Receptionist		12.58
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36
01420 - Survey Worker		16.63
01531 - Travel Clerk I		13.28
01532 - Travel Clerk II		14.46
01533 - Travel Clerk III		15.61
01611 - Word Processor I		13.82

Award/Contract	Document No.	Document Title	Page 25 of 33
	A11PC00100	COUNTY OF GILA	

01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39

Award/Contract	Document No.	Document Title	Page 26 of 33
	A11PC00100	COUNTY OF GILA	

12130 - Medical Laboratory Technician	19.61
12160 - Medical Record Clerk	13.11
12190 - Medical Record Technician	15.57
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	33.98
12221 - Nursing Assistant I	10.25
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	15.39
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	24.34
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.06
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	15.03
13062 - Media Specialist II	16.81
13063 - Media Specialist III	18.75
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	23.00
14072 - Computer Programmer II	24.90
14073 - Computer Programmer III	(see I)
14074 - Computer Programmer IV	(see I)
14101 - Computer Systems Analyst I	(see I)
14102 - Computer Systems Analyst II	(see I)
14103 - Computer Systems Analyst III	(see I)
14150 - Peripheral Equipment Operator	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46

Award/Contract	Document No.	Document Title	Page 27 of 33
	A11PC00100	COUNTY OF GILA	

15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68
15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17

Award/Contract	Document No.	Document Title	Page 28 of 33
	A11PC00100	COUNTY OF GILA	

23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.77

Award/Contract	Document No.	Document Title	Page 29 of 33
	A11PC00100	COUNTY OF GILA	

27010 - Court Security Officer	20.49	
27030 - Detection Dog Handler	16.13	
27040 - Detention Officer	19.77	
27070 - Firefighter	21.80	
27101 - Guard I	11.01	
27102 - Guard II	16.13	
27131 - Police Officer I	25.69	
27132 - Police Officer II	28.53	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.84	
28042 - Carnival Equipment Repairer	15.17	
28043 - Carnival Equipment Worker	9.89	
28210 - Gate Attendant/Gate Tender	14.95	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	16.73	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	17.99	
28630 - Sports Official	13.33	
28690 - Swimming Pool Operator	19.72	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.45	
29020 - Hatch Tender	19.45	
29030 - Line Handler	19.45	
29041 - Stevedore I	17.16	
29042 - Stevedore II	21.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.58	
30023 - Archeological Technician III	24.25	
30030 - Cartographic Technician	24.59	
30040 - Civil Engineering Technician	21.56	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.84	
30063 - Drafter/CAD Operator III	22.12	
30064 - Drafter/CAD Operator IV	26.82	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.98	
30083 - Engineering Technician III	21.48	
30084 - Engineering Technician IV	25.33	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	34.64	
30090 - Environmental Technician	22.20	
30210 - Laboratory Technician	22.92	
30240 - Mathematical Technician	24.69	
30361 - Paralegal/Legal Assistant I	21.19	
30362 - Paralegal/Legal Assistant II	25.09	
30363 - Paralegal/Legal Assistant III	30.61	
30364 - Paralegal/Legal Assistant IV	37.15	
30390 - Photo-Optics Technician	24.69	
30461 - Technical Writer I	22.49	
30462 - Technical Writer II	27.51	
30463 - Technical Writer III	31.24	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	

Award/Contract	Document No.	Document Title	Page 30 of 33
	A11PC00100	COUNTY OF GILA	

30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.12
30621 - Weather Observer, Senior	(see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.17
31030 - Bus Driver		17.45
31043 - Driver Courier		13.84
31260 - Parking and Lot Attendant		10.32
31290 - Shuttle Bus Driver		15.35
31310 - Taxi Driver		10.88
31361 - Truckdriver, Light		15.35
31362 - Truckdriver, Medium		18.71
31363 - Truckdriver, Heavy		19.29
31364 - Truckdriver, Tractor-Trailer		19.29
99000 - Miscellaneous Occupations		
99030 - Cashier		11.86
99050 - Desk Clerk		10.74
99095 - Embalmer		24.27
99251 - Laboratory Animal Caretaker I		10.57
99252 - Laboratory Animal Caretaker II		13.33
99310 - Mortician		28.19
99410 - Pest Controller		14.44
99510 - Photofinishing Worker		13.44
99710 - Recycling Laborer		18.15
99711 - Recycling Specialist		23.31
99730 - Refuse Collector		17.29
99810 - Sales Clerk		12.38
99820 - School Crossing Guard		8.69
99830 - Survey Party Chief		26.46
99831 - Surveying Aide		15.94
99832 - Surveying Technician		22.46
99840 - Vending Machine Attendant		14.89
99841 - Vending Machine Repairer		18.88
99842 - Vending Machine Repairer Helper		14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 31 of 33
-----------------------	-----------------------------------	---	---------------

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 32 of 33
-----------------------	-----------------------------------	---	---------------

represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 33 of 33
-----------------------	-----------------------------------	---	---------------

should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Amendment No. 0001

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 4

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/27/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
		CODE	KH0230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
	(X) 10B. DATED (SEE ITEM 13) 07/13/2011

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - \$63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. United States of America BY <u>Gerald Knox</u> (Signature of Contracting Officer)	16C. DATE SIGNED 07/27/2011

Line Item Summary	Document Number A11PC00100/0001	Title COUNTY OF GILA	Page 2 of 4
--------------------------	---	--------------------------------	-----------------------

Total Funding: \$63,100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
Division		Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$63,000.00	\$63,000.00
------	---	------------	------	----	-------------	-------------

Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: \$100.00
Modification Total: \$63,000.00
Grand Total: \$63,100.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

**Contract Level
Funding Summary**

Document Number
A11PC00100/0001

Title
COUNTY OF GILA

Page
3 of 4

Funding Strip Code

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -

Change in Funded Amount

\$63,000.00

Address Detail**Title**

COUNTY OF GILA

Document Number

A11PC00100/0001

Page

4 of 4

Shipping Addresses

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-934

Consent Agenda Item 3- H

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Judy Smith, Grants and Special Projects Manager, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Grants & Special Projects

Fiscal Year: 2011/2012 **Budgeted?:** No

Contract Dates Jan. 01/2012 to Oct. 31/2012 **Grant?:** Yes

Begin & End:

Matching No **Fund?:** New

Requirement?:

Presenter's Name:

Information

Request/Subject

State Farm Foundation Grant Award

Background Information

Authorization to submit the original grant application was presented at the June 7, 2011, Board meeting. The original application was for funding in the amount of \$4,029. The revised application indicates changes to the application in the highlighted areas to reflect funding in the amount of \$2,500 for the "Great 9-1-1 Adventure for Kids" pilot program. Funding will be utilized to purchase a TeleTrainer System and sundry training materials and supplies to administer this project for a one year time frame which will begin January 1, 2012, and end October 31, 2012. The funding is awarded through the State Farm Foundation Safe Neighbors category. The objective of the project is to teach children the proper use of the 9-1-1 system.

Evaluation

The funds awarded will allow staff of the Division of Health & Emergency Services to implement a 12 month pilot program to teach second grade students how to recognize an emergency and provide the knowledge and skills to properly utilize the system to summon help, which could ultimately save lives.

Conclusion

It is important that the Division of Health & Emergency Services be authorized to accept these grant funds in the amount of \$2,500 to allow division staff the funding for one year for equipment and materials to implement this pilot project for the period of January 1, 2012, to October 31, 2012.

There is no paperwork for the Board of Supervisors to sign in order to accept these funds. A check has been sent to the Division of Health & Emergency Services, which will be deposited with the County Treasurer upon the Board accepting the grant award. Also, there are no reporting requirements associated with this grant.

Recommendation

The Director of Health & Emergency Services recommends Board approval to accept grant funding from the State Farm Foundation in the amount of \$2,500. No matching funds are required.

Suggested Motion

Authorization for the Gila County Division of Health & Emergency Services Division to accept foundation grant funds from the State Farm Foundation to administer the "Great 9-1-1 Adventure for Kids" pilot project in the amount of \$2,500 for the period of January 1, 2012, to October 31, 2012.

Attachments

911 grant application-original

911 grant application-revised

statefarm.com

**State Farm® Safe Neighbors Grant Application
for educational institution or government entity**

IMPORTANT

Print or Save these instructions before beginning your application.

- 1. By setting up your account, you are now able to save your progress and return to this application at a later time.**
- 2. Please make note of the password you used to set up your account.**
- 3. Copy and paste (or type) the following web address to your Account Login page into your browser and bookmark it as a Favorite:
https://www.grantrequest.com/SID_1043/?SA=AM**
- 4. Visit your Account Login webpage at any time for easy access to your in-progress application.**

Organization Information

Organization Name

Gila County Division of Health & Emergency Services

Tax ID

Please provide 9-digit number in this format: 12-3456789.

86-6000444

Street Address

5515 South Apache Ave. Ste.400

City

Globe

County

Gila

State or Province

AZ

Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Main Phone Number

928-402-8665

Main Fax Number

928-425-7714

General Email Address

jsmith@co.gila.az.us

Website

gilacounty.gov

What is the mission of your organization?

A Division of Gila County dedicated to the service of community and government safety during peace time or disaster, whether natural or man-made. This is accomplished through the management and coordination of varied resources including county departments, local government and private agencies.

What year was your organization founded?

1954

What is your organization's total annual operating budget?

\$340,000

Please provide a brief description of your organization's history, as well as major accomplishments and organizational changes in the last 12 months.

Gila County Emergency Management is tasked by the Board of Supervisors to support Emergency Operations and has been doing so since 1954. Within the last 12 months, Emergency Management has partnered with Gila County Health Services to expand and enhance current services.

What volunteer opportunities are available to the public?

i.e., volunteer events, board positions, etc. Enter N/A if not applicable.

The Teen Maze is an annual event that utilizes volunteers in an activity that addresses the problem of teen pregnancy. It is an educational event with hands on education with real life scenarios presented to the students. The CARE (Children's Assistance & Resource Event) also utilizes community volunteers at every Fair. Both of these events require a large number of volunteer personnel, which makes these events extremely successful. The Community Emergency Response Team is also a team where volunteers are recruited when an emergency develops. The opportunity to volunteer is always available and appreciated.

Are there any persons associated with State Farm who currently volunteer for your organization? If so, how many?

Unknown, as our Division is so huge, and there are so many programs under the Gila County umbrella.

Please list any community leaders / legislative and government officials involved with your organization.

The Division Director, Dr. Matt Bolinger, and Deputy Director, Debra Williams as well as the Gila County Board of Supervisors: Chairman, Michael Pastor, Supervisor, Shirley Dawson, Supervisor, Tommie Martin are involved with this Division.

Contact Information

Organization: Primary Contact

i.e., Executive Director, President

Prefix

Dr.

First Name

Matthew

Middle Name

Last Name

Bolinger

Suffix

<None>

Title

Director, Division of Health & Emergency Services

Office Street Address

5515 South Apache Ave. Ste.#400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8767

Extension

8767

Office Fax

928-425-7714

Email Address

mbolinger@co.gila.az.us

Funding Request: Primary Contact

Prefix

Ms

First Name

Judy

Middle Name

Janell

Last Name

Smith

Suffix

<None>

Title

Grants & Special Projects Specialist

Office Street Address

5515 South Apache Ave. Ste. # 400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8665

Extension

8665

Office Fax

928-425-7714

Email Address

jsmith@co.gila.az.us

Proposal Information

Proposal General Information

Inviter
Unsolicited

Request Date
06/09/2011

Program / Project Title
The 9-1-1 Adventure for kids

Program / Project Start Date
07/01/2011

Program / Project End Date
07/01/2012

What amount of funding are you requesting from State Farm?
\$4,029.00

Please show a breakdown of how a State Farm donation would be used.

The donation will be used to purchase the Tele-Trainer system which is designed to help enable children to be proactive in serious situations. To purchase novelty items such as training completion certificates, "what to say" magnets for children to refer to when calling 9-1-1, two "9-1-1 Great Adventure" videos and a 9-1-1 Rap music CD, staff/travel (gasoline) expenses, and additional misc. project specific novelty items. (Itemized list is specified below)

What is the total or overall funding required for this program / project?

Please itemize this amount, showing a breakdown of total expenses for this program / project.

The total amount of funding requested is: \$4029.00 (see below the itemized costs)

2 complete Tele-Trainer Systems @ \$929.00 ea.=\$1858.00

"What To Say" magnets (Pkt. of 25) 10 pkts @ \$11.00=\$110.00

9-1-1 Great Adventure Video 2 @ \$10.00=\$20.00

9-1-1 Rap CD, 2 @ \$6.00=\$12.00

9-1-1 Buttons (Pkt. of 50) 4 Pkt. @ \$27.00=\$108.00

"How To Call 9-1-1" wallet cards (Pkt. of 25) 12 Pkt.@ \$8.00=\$96.00

9-1-1 For Emergencies Only Stickers (Pkt. of 25) @ \$6.00=\$72.00

"Certificates of Completion" (Pkt. of 25) 12 @ \$10.00=\$120.00

"9-1-1 Coloring Books" (Pkt. of 25) 12 Pkts.@28.00=\$336.00

Software to produce power point 1 @ \$197.00

Printing cost for brochures/posters, misc. supplies, gasoline \$ 300.00 (for the entire 12 months)

Administration & Management of Project \$800.00 (for the entire 12 months)

If other benefactors will finance this program / project, please list them by organization name and amount committed.

State Farm prefers to support programs with a diverse funding base.

We have no other benefactors at this time however, depending on the success of the 12 month project, we would like to expand to school districts in the Northern area of the county and increase the frequency of presentations of the program, at which time we would request funding from other benefactors to continue the project on a larger scale.

Proposal Detail

Provide a summary of the program / project for which you are requesting funding.

The purpose of this project is to teach children to call 9-1-1 when they need immediate help from police, fire, or emergency medical personnel. We want to educate 2nd grade students in the proper use of the 9-1-1 system by demonstrating the process utilizing the Tele-Training system, which is a teaching aid designed for school children.

What is the program / project's purpose and objectives?

The project purpose is to introduce students to the 9-1-1 system, stress the importance of recognizing an emergency, knowing how and when to call 9-1-1, knowing their address and phone number, how to interact with 9-1-1 personnel, and how to summon help. We also want to let the children know that 9-1-1 is not a toy. Time is of the essence when a life hangs in the balance we want our children to be proactive in a serious situation. Teaching our children the proper use of the 9-1-1 system and providing valuable information that they can apply to everyday life is an essential responsibility of us all. Educating our children in the proper use of the system will also enhance the effectiveness of the system.

How long has this program / project been in existence?

This would be a pilot Project for the Globe/Miami area school districts.

If this is an established program / project, how has it demonstrated success?

N/A

Is it your practice to provide donors with recognition for contributions? If yes, please describe.

While receipt of recognition will not be considered for the purposes of grant selection, it is important to note that unauthorized use of the State Farm trademark is prohibited. Any use of our trademark must comply with our branding and trademark guidelines and be expressly authorized in writing in advance of the use.

Donors will be recognized at our bi-weekly Board of Supervisors Public meetings, where a State Farm Representative would be invited to attend and be introduced by the Project Manager and recognized by the County Board of Supervisors and the general public.

Proposal Attributes

How many participants will benefit from this program / project?

Approximately 300-400 second grade students

How many participants will benefit directly from the State Farm support?

400

Please indicate the main focus of your funding request.

Safe Neighbors: Home Safety Grants (Community: Safety and Social Services)

What geographic area will benefit most from this program / project?

1. To narrow the listing displayed in the "Select One" box; enter your state and then click on the search button (magnifying glass).
2. If your state provides a listing of counties, please scroll the list available in the "Select One" box and select your appropriate county.
3. If the area served by this grant is National in Scope or McLean County, IL., enter one of these phrases and click on the search button (magnifying glass) to narrow the listing in the "Select One" box.

Arizona (Great Western-Sunland)

Does this program / project qualify under the Community Reinvestment Act?

Check the box if yes; do not check the box if no.

To qualify for Community Reinvestment Act (CRA) grants, the program / project needs to address one of the following areas listed below. This information is used by State Farm Bank® for CRA purposes. Your response will not be a decisive factor for receiving funds.

- **Affordable housing for low to moderate income individuals**
- **Community services (such as financial education or credit counseling) for low to moderate income individuals**
- **Activities that promote economic development (such as small business counseling or job creation)**
- **Activities that revitalize or stabilize geographies (such as neighborhood rebuilding, safety or improvement)**

Completion of the following section is voluntary. Information provided will not be considered for the purposes of grant selection. If you prefer not to respond, please choose "No Response" from the drop down boxes..

Which best describes the ethnicity served by this program / project?

Not Specific

Which best describes the gender served by this program / project?

All

Which best describes the age group served by this program / project?

5-12 yrs. Children

Which best describes the population served by this program / project?

All Populations

Program Measurement Information

Please provide information regarding the expected participant outcomes.

e.g., attitude or behavior changes

The expected participant outcome will be that we will have better educated and informed students who will have knowledge in the proper use of the 9-1-1 system, and the skills to utilize the system in the case of an emergency which can ultimately save lives.

What is your plan to measure the program / project results? Please provide details.

The project result will be measured by tracking the number of students who complete the training successfully and receive their certification and by providing a follow-up drill to ensure skill and knowledge retention.

How do you plan to encourage and track media coverage of the event?

N/A

How do you plan to encourage and track community and business participation in the program?

N/A

How do you plan to encourage and track legislative and government officials' participation in the program?

N/A



GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave, Suite 400, Globe, AZ 85501
PHONE: (928) 425-3231 ext.8803 FAX: (928) 425-3996

"Improving the Quality of Life for all Residents"

June __ 2011

Dear State Farm Foundation Representative;

The purpose of this application is to invite your partnership in the Gila County Division of Health & Emergency Service's initiative in implementing the "The Great 9-1-1 Adventure for Kids" Project in our Globe/Miami area school districts.

Globe is the county seat for Gila County, and Globe/Miami areas are small rural areas with diverse ethnicity and low income populations within Gila County. The Gila County Division of Health & Emergency Services is a Department under the Gila County umbrella, and our mission statement is "dedicated to the service of the community and safety during peace time or disaster", and we feel that teaching our children the proper use of the 9-1-1 system is the ultimate responsibility of us all, and by doing so, we can save lives.

It is our hope that this application results in a favorable outcome, so that we can implement this vitally important project and expand and enhance it in the future. With this project, it is expected that we will reach initially 300-400 second grade students in the two school districts, (Globe/Miami) and eventually expand to the Northern area of the County in the Payson area school districts.

By funding this pilot project the State Farm Foundation will be a partner in our endeavor and share in the positive outcome we expect and will strive to perpetuate.

Please feel free to contact me at jsmith@co.gila.az.us or (928-402-8665) if you have questions or require further information.

Sincerely,

Judy J. Smith, Grants Spec.
Gila County
Division of Health & Emergency Services

statefarm.com
State Farm® Safe Neighbors Grant Application
for educational institution or government entity

IMPORTANT

Print or Save these instructions before beginning your application.

- 1. By setting up your account, you are now able to save your progress and return to this application at a later time.**
- 2. Please make note of the password you used to set up your account.**
- 3. Copy and paste (or type) the following web address to your Account Login page into your browser and bookmark it as a Favorite:
https://www.grantrequest.com/SID_1043/?SA=AM**
- 4. Visit your Account Login webpage at any time for easy access to your in-progress application.**

Organization Information

REVISED (Due to a reduction in amount awarded) * revisions are highlighted

Organization Name

Gila County Division of Health & Emergency Services

Tax ID

Please provide 9-digit number in this format: 12-3456789.

86-6000444

Street Address

5515 South Apache Ave. Ste.400

City

Globe

County

Gila

State or Province

AZ

Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Main Phone Number

928-402-8665

Main Fax Number

928-425-7714

General Email Address

jsmith@co.gila.az.us

Website

gilacounty.gov

What is the mission of your organization?

A Division of Gila County dedicated to the service of community and government safety during peace time or disaster, whether natural or man-made. This is accomplished through the management and coordination of varied resources including county departments, local government and private agencies.

What year was your organization founded?

1954

What is your organization's total annual operating budget?

\$340,000

Please provide a brief description of your organization's history, as well as major accomplishments and organizational changes in the last 12 months.

Gila County Emergency Management is tasked by the Board of Supervisors to support Emergency Operations and has been doing so since 1954. Within the last 12 months, Emergency Management has partnered with Gila County Health Services to expand and enhance current services.

What volunteer opportunities are available to the public?

i.e., volunteer events, board positions, etc. Enter N/A if not applicable.

The Teen Maze is an annual event that utilizes volunteers in an activity that addresses the problem of teen pregnancy. It is an educational event with hands on education with real life scenarios presented to the students. The CARE (Children's Assistance & Resource Event) also utilizes community volunteers at every Fair. Both of these events require a large number of volunteer personnel, which makes these events extremely successful. The Community Emergency Response Team is also a team where volunteers are recruited when an emergency develops. The opportunity to volunteer is always available and appreciated.

Are there any persons associated with State Farm who currently volunteer for your organization? If so, how many?

Unknown, as our Division is so huge, and there are so many programs under the Gila County umbrella.

Please list any community leaders / legislative and government officials involved with your organization.

The Division Director, Michael O'Driscoll, and Deputy Director, Debra Williams as well as the Gila County Board of Supervisors: Chairman, Tommie Martin, Supervisor, Shirley Dawson, Supervisor, Michael Pastor are involved with this Division.

Contact Information

Organization: Primary Contact

i.e., Executive Director, President

Prefix

First Name

Michael

Middle Name

Last Name

O'Driscoll

Suffix

<None>

Title

Director, Division of Health & Emergency Services

Office Street Address

5515 South Apache Ave. Ste.#400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8767

Extension

8767

Office Fax

928-425-7714

Email Address

modriscoll@co.gila.az.us

Funding Request: Primary Contact

Prefix

Ms

First Name

Judy

Middle Name

Janell

Last Name

Smith

Suffix

<None>

Title

Grants & Special Projects Specialist

Office Street Address

5515 South Apache Ave. Ste. # 400

Office City

Globe

Office State

AZ

Office Postal Code

Please provide the full 9-digit zip code or full Canadian postal code.

85501

Office Phone

928-402-8665

Extension

8665

Office Fax

928-425-7714

Email Address

jsmith@co.gila.az.us

Proposal Information

Proposal General Information

Inviter

Unsolicited

Request Date

06/09/2011

Program / Project Title

The 9-1-1 Adventure for kids

Program / Project Start Date

01/01/2012

Program / Project End Date

10/31/2012

What amount of funding are you requesting from State Farm?

\$2,500.00

Please show a breakdown of how a State Farm donation would be used.

The donation will be used to purchase the Tele-Trainer system which is designed to help enable children to be proactive in serious situations. To purchase novelty items such as training completion certificates, "what to say" magnets for children to refer to when calling 9-1-1, two "9-1-1 Great Adventure" videos and a 9-1-1 Rap music CD, staff/travel (gasoline) expenses, and additional misc. project specific novelty items. (Itemized list is specified below)

What is the total or overall funding required for this program / project?

Please itemize this amount, showing a breakdown of total expenses for this program / project.

The total amount of funding requested is: \$2500.00 (see below the itemized costs)

1 complete Tele-Trainer Systems @ \$929.00

9-1-1 Great Adventure Video 1 @ \$10.00

9-1-1 Rap CD, 1 @ \$6.00

9-1-1 Buttons (Pkt. of 50) 5 Pkt. @ \$27.00=\$135.00

9-1-1 For Emergencies Only Stickers 9 (Pkt. of 25) @ \$6.00=\$54.00

"Certificates of Completion" (Pkt. of 25) 10 @ \$10.00=\$100.00

"9-1-1 Coloring Books" (Pkt. of 25) 9 Pkts. @ \$28.00=\$252.00

Presenters Pkt. 1 @ \$14.50 Wristbands 9 Pkts @ 15.00=135.00 Bookmarks 9 Pkts @ 12.00=108.00

Printing cost for brochures/posters, misc. supplies, gasoline \$ 300.00 (for the entire 12 months)

Administration & Management of Project \$456.50 (for the entire 12 months)

If other benefactors will finance this program / project, please list them by organization name and amount committed.

State Farm prefers to support programs with a diverse funding base.

We have no other benefactors at this time however, depending on the success of the 12 month project, we would like to expand to school districts in the Northern area of the county and increase the frequency of presentations of the program, at which time we would request funding from other benefactors to continue the project on a larger scale.

Proposal Detail

Provide a summary of the program / project for which you are requesting funding.

The purpose of this project is to teach children to call 9-1-1 when they need immediate help from police, fire, or emergency medical personnel. We want to educate 2nd grade students in the proper use of the 9-1-1 system by demonstrating the process utilizing the Tele-Training system, which is a teaching aid designed for school children.

What is the program / project's purpose and objectives?

The project purpose is to introduce students to the 9-1-1 system, stress the importance of recognizing an emergency, knowing how and when to call 9-1-1, knowing their address and phone number, how to interact with 9-1-1 personnel, and how to summon help. We also want to let the children know that 9-1-1 is not a toy. Time is of the essence when a life hangs in the balance we want our children to be proactive in a serious situation. Teaching our children the proper use of the 9-1-1 system and providing valuable information that they can apply to everyday life is an essential responsibility of us all. Educating our children in the proper use of the system will also enhance the effectiveness of the system.

How long has this program / project been in existence?

This would be a pilot Project for the Globe area school districts.

If this is an established program / project, how has it demonstrated success?

N/A

Is it your practice to provide donors with recognition for contributions? If yes, please describe.

While receipt of recognition will not be considered for the purposes of grant selection, it is important to note that unauthorized use of the State Farm trademark is prohibited. Any use of our trademark must comply with our branding and trademark guidelines and be expressly authorized in writing in advance of the use.

Donors will be recognized at our bi-weekly Board of Supervisors Public meetings, where a State Farm Representative would be invited to attend and be introduced by the Project Manager and recognized by the County Board of Supervisors and the general public.

Proposal Attributes

How many participants will benefit from this program / project?

Approximately 200-250 second grade students

How many participants will benefit directly from the State Farm support?

200

Please indicate the main focus of your funding request.

Safe Neighbors: Home Safety Grants (Community: Safety and Social Services)

What geographic area will benefit most from this program / project?

1. To narrow the listing displayed in the "Select One" box; enter your state and then click on the search button (magnifying glass).
2. If your state provides a listing of counties, please scroll the list available in the "Select One" box and select your appropriate county.
3. If the area served by this grant is National in Scope or McLean County, IL., enter one of these phrases and click on the search button (magnifying glass) to narrow the listing in the "Select One" box.

Arizona (Great Western-Sunland)

Does this program / project qualify under the Community Reinvestment Act?

Check the box if yes; do not check the box if no.

To qualify for Community Reinvestment Act (CRA) grants, the program / project needs to address one of the following areas listed below. This information is used by State Farm Bank® for CRA purposes. Your response will not be a decisive factor for receiving funds.

- **Affordable housing for low to moderate income individuals**
- **Community services (such as financial education or credit counseling) for low to moderate income individuals**
- **Activities that promote economic development (such as small business counseling or job creation)**
- **Activities that revitalize or stabilize geographies (such as neighborhood rebuilding, safety or improvement)**

Completion of the following section is voluntary. Information provided will not be considered for the purposes of grant selection. If you prefer not to respond, please choose "No Response" from the drop down boxes..

Which best describes the ethnicity served by this program / project?

Not Specific

Which best describes the gender served by this program / project?

All

Which best describes the age group served by this program / project?

5-12 yrs. Children

Which best describes the population served by this program / project?

All Populations

Program Measurement Information

Please provide information regarding the expected participant outcomes.

e.g., attitude or behavior changes

The expected participant outcome will be that we will have better educated and informed students who will have

knowledge in the proper use of the 9-1-1 system, and the skills to utilize the system in the case of an emergency which can ultimately save lives.

What is your plan to measure the program / project results? Please provide details.

The project result will be measured by tracking the number of students who complete the training successfully and receive their certification and by providing a follow-up drill to ensure skill and knowledge retention.

How do you plan to encourage and track media coverage of the event?

N/A

How do you plan to encourage and track community and business participation in the program?

N/A

How do you plan to encourage and track legislative and government officials' participation in the program?

N/A

ARF-943

Consent Agenda Item 3- I

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director **Submitted By:** Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division **Division:** Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution 11-11-02 naming a previously un-named road in Claypool, Arizona as Michael's Way

Background Information

On Sept 13, 2011, Gila County resident Mr. Art Amado contacted Rural Addressing concerned a street that he lives on which has no street name. Rural Addressing did a site visit and determined that there is no actual street name associated with four properties in the Claypool area. Letters were sent to the owners of the four properties seeking their input as to a street name. All four responded with the proposed name of: MICHAEL'S WAY.

Evaluation

Rural Addressing created a Public Notice and published the notice to the Arizona Silver Belt for two consecutive issues beginning October 5, 2011, per Rural Addressing Ordinance guidelines. A copy of the publications is attached.

Conclusion

No objections have been submitted to Rural Addressing personnel during the comment period.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors adopt Resolution 11-11-02 naming a previously un-named road in Claypool Arizona as Michael's Way.

Suggested Motion

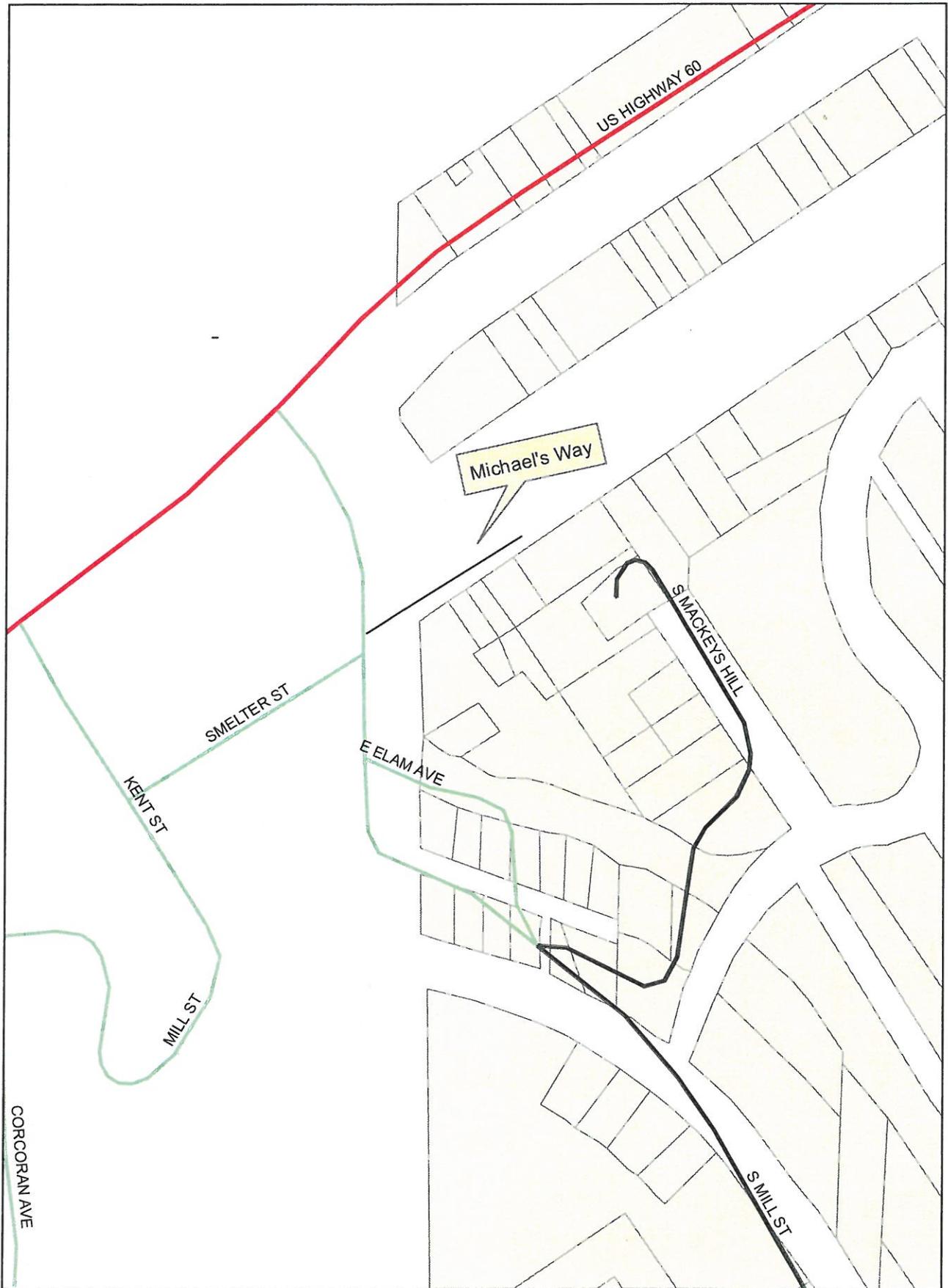
Approval to adopt Resolution 11-11-02 naming a previously un-named road in Claypool, Arizona as Michael's Way.

Attachments

Map

Publication

Resolution No. 11-11-02



Michael's Way

US HIGHWAY 60

SMACKEY'S HILL

SMELTER ST

E ELAM AVE

KENT ST

MILL ST

CORCORAN AVE

S MILL ST



PROPOSED NEW STREET NAME": MICHAEL'S WAY

CLAYPOOL, AZ

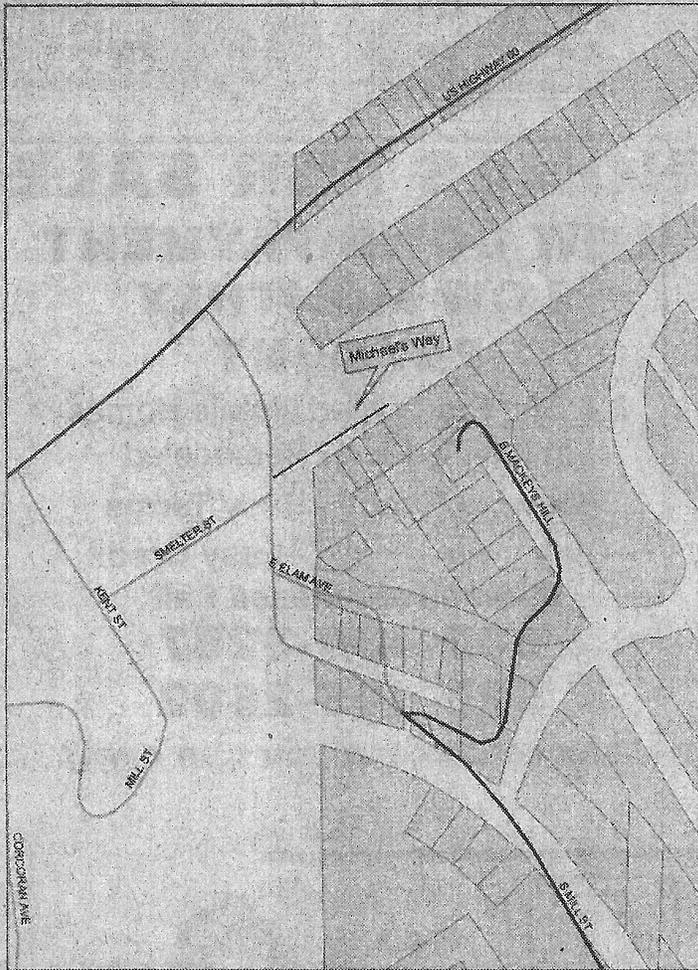
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Rural Addressing Department is proposing to establish a new name for a previously named portion of a street located in Claypool, AZ that is parallel to US 60 and south of the Eastern Arizona Railroad right of way and intersected by Mill Street. The old name was: E. Railroad Avenue. The newly proposed name is: Michael's Way.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by October 26, 2011 per Gila County Street Naming Ordinance No. 11-03.

The Gila County Board of Supervisors will hold a public hearing for the naming or/renaming of said street located in Claypool, AZ. Said hearing will take place on: 15 November, 2011 at 10:00 AM or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ. Inquiries and objections may be directed to:

Kevin Kenney
Rural Addressing Analyst
5515 S. Apache Ave., Suite 500
Globe, AZ 85501
1(800) 304-4452 ext. 8510
1(928) 425-3231 ext. 8510



PROPOSED NEW STREET NAME: MICHAEL'S WAY
CLAYPOOL, AZ

First Pub: 10-5-2011
Last Pub: 10-12-2011

Belt

7866A



RESOLUTION NO. 11-11-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, NAMING ONE ROAD IN GILA COUNTY TO BE CALLED MICHAEL'S WAY.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of Article 8 of the Ordinance:

Michael's Way - Section 30, E½ T1N, R15F

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 15th day of November 2011, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ARF-955

Consent Agenda Item 3- J

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Sadie Dalton, Recorder
Submitted By: Sadie Dalton, Recorder, Recorder's Office

Department: Recorder's Office

Presenter's Name:

Information

Request/Subject

Agreement for Election Services with the Town of Payson.

Background Information

The Gila County Recorder's Office performs election services for various governmental agencies and special districts. Historically, the Recorder's Office creates the documents required to be signed by the Chairman of the Board of Supervisors and the participating entities for each election whereby the assistance of the Gila County Recorder's Office is requested. Each agreement for Election Services is presented to the Board of Supervisors for approval and it is first reviewed by the Chief Deputy County Attorney.

Evaluation

The County Attorney's Office has reviewed and approved the Agreement for Election Services to provide election services to the Town of Payson for its March 13, 2012, Mayoral/Town Council Primary and if needed May 15, 2012, General Elections, to be conducted as an all mail ballot election, and the next step in this process would be to present the Agreement for the Board of Supervisors' approval.

Conclusion

The Gila County Recorder's Office has been requested to conduct the Town of Payson election which will be held on March 13, 2012 and if needed May 15, 2012.

Recommendation

The Recorder's Office recommends that the Board of Supervisors approve this Agreement.

Suggested Motion

Approval of an Agreement for Election Services between Gila County and the Town of Payson whereby the Gila County Recorder's Office will provide the Town with "Vote by Mail" election services on March 13, 2012, and, if needed, on May 15, 2012.

Attachments

Agreement for Election Services with the Town of Payson

Legal review explanation

AGREEMENT FOR ELECTION SERVICES BETWEEN GILA COUNTY AND THE TOWN OF PAYSON

For the purposes of providing election services, for the elections as specified below, the following agreement is between Gila County (hereinafter "County") and the Town of Payson (hereinafter "Town"). The Elections are not to be held in consolidation with any other County election.

Arizona law permits any jurisdiction/district conducting an election to contract with the County for election services, pursuant to A.R.S. § 11-951, 11-952 and 16-205.

DATE OF ELECTIONS	March 13, 2012 and May 15, 2012
TYPE OF ELECTIONS	Mayoral/Town Council Primary and General To be conducted as an all Mail Ballot Election
TOWN CONTACT	Silvia Smith, Town Clerk 928-474-5242 (telephone) 928-474-4610 (fax) ssmith@paysonaz.gov 303 North Beeline Highway Payson, Arizona 85541
COUNTY CONTACT	Sadie Tomerlin, Recorder 928-402-8735 (telephone) 928-425-9279 (fax) stomerlin@gilacountyaz.gov 1400 East Ash Street Globe, Arizona 85501

This agreement confirms that the Town has requested the County Recorder to provide certain Election Services for the above referenced elections on behalf of the Town. The County will provide each of the services (as shown in Fee Schedule A) that are requested by the Town; a service shall be deemed requested by the Town if the Town Clerk has initialed next to a specific service on Fee Schedule A. The Town agrees to pay for the costs of the Election Services provided by the County as specified in Fee Schedule A; and in the statement of Understanding for Election Services Schedule B, attached hereto.

By accepting this agreement, the Town agrees to indemnify and hold harmless the County for any claims resulting from the County participating in the above referenced election, provided, however this indemnification and hold harmless shall not extend to claims arising from the negligence of the County.

The signing of this document signifies acceptance to the terms specified in this agreement, including the attached Fee Schedule A and Statement of Understanding Schedule B.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, _____.

Tommie Cline Martin, Chairman
Gila County Board of Supervisors

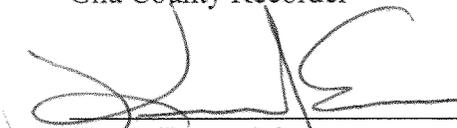
Date



Sadie Tomerlin,
Gila County Recorder

10/31/2011

Date



Kenny Evans, Mayor
Town of Payson

10/21/11

Date

Approved as to form:

Daisy Flores, Gila County Attorney

Date



Timothy Wright
Town of Payson Attorney

10/18/11

Date

FEE SCHEDULE A

Gila County Voter Registration/Early Voting Charges:

Early Ballot processing	\$3.50 per voter	_____
Early Ballot/Petition Signature Verification	\$0.50 per name	_____ <i>SS</i>
(A.R.S. § 19-121.05)		
Provisional Ballots	\$3.00 each	_____
Early Voting List	\$10.00 per report	_____
LIST:		
• Printed	\$0.01 per name	_____
• Electronic	\$0.10 per name	_____
• Diskette	\$1.00 per disk	_____
• CD	\$3.00 per CD	_____ <i>SS</i>
• Labels	\$0.10 per label	_____
Register/Rosters	\$0.01 per name	_____ <i>SS</i>
Roster Paper	\$0.20 per page	_____ <i>SS</i>
Registers (3)/Rosters Covers (1)	\$6.00 per set	_____ <i>SS</i>
Labor	\$10.00 per hour	_____ <i>SS</i>
Labor overtime	\$15.00 after pm	_____ <i>SS</i>
Special Reports/Special Request/Computer Programming Actual Cost		_____ <i>SS</i>

SCHEDULE B

STATEMENT OF UNDERSTANDING FOR ELECTION SERVICES

The purpose of this statement of Understanding is to insure that each party understands and agrees with the delegation of duties in preparation and conduct of the election.

The Town shall:

- 1) Conduct all tasks associated with the election, except those specifically listed below which shall be the responsibility of the County.
- 2) Be responsible for ensuring that all signature affidavits or digital copies thereof arrive at the County Recorder's Office at the County courthouse at 1400 East Ash Street in Globe, AZ in a format wherein the signature affidavit bar code can be read by the County Recorder's bar code scanner and the signatures on the affidavit are clear enough to be compared with voter registration card signatures on file with the County Recorder's Office.

The County shall:

- 1) Provide the Town with the Registered Voter List.
- 2) Provide the Town with a Voter Signature Roster.
- 3) Provide the Town with a Precinct Register.
- 4) Verify the voter signature on each and every mail ballot and provide ballot verification reports for all mail ballots verified.



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to § A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-946

Consent Agenda Item 3- K

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Tommie Martin, Member, Board of Supervisors
Submitted By: Pamela Fisher, Supervisor's Staff Specialist, Board of Supervisors-District 1

Department: Board of Supervisors-District 1

Presenter's Name:

Information

Request/Subject

Reappointment of Ken Volz to the Gila County Personnel Commission

Background Information

A.R.S. §§11-353 provides for the establishment of a Personnel Commission and for the process for appointments. The Gila County Personnel Commission consists of five members unrestricted by district. This Commission performs duties necessary to carry out the provisions of the Gila County Merit System Rules and Policies.

On May 6, 2008, the Board of Supervisors ratified approval for the appointment of Ken Volz for a four-year term, from January 1, 2008, through December 31, 2011.

Evaluation

Ken Volz' current term on the Personnel Commission will expire December 31, 2011. Supervisor Tommie Martin would like to re-appoint Mr. Volz to another four-year term (through December 31, 2015) and he has agreed to accept the appointment if approved by the full Board.

Conclusion

Supervisor Tommie Martin nominates Ken Volz to be reappointed for another four-year term on the Gila County Personnel Commission.

Recommendation

It is recommended that the Board of Supervisors reappoint Ken Volz to the Gila County Personnel Commission for a four-year term commencing January 1, 2012 and expiring December 31, 2015.

Suggested Motion

Approval to reappoint Ken Volz to the Gila County Personnel Commission for a new four-year term which will expire on December 31, 2015.

Attachments

ARS §§11-353

Rule 3 Gila County Merit System Rules and Policies
GC Personnel Commission List



Forty-ninth Legislature - Second Regular Session

[change session](#) } [printer friendly version](#)[Email a Member](#) | [Email Webmaster](#)[Senate](#)[House](#)[Legislative Council](#)[JLBC](#)[More Agencies](#)[Bills](#)[Committees](#)[Calendars/News](#)[ARS TITLE PAGE](#) [NEXT DOCUMENT](#) [PREVIOUS DOCUMENT](#)**11-353. County employee merit system commission; members; terms; vacancies**

A. Upon the adoption of a county employee merit system the board of supervisors shall appoint a county employee merit system commission to assist in administering the system. The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term, two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term.

B. Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.

RULE 3 – Personnel Commission

- 3.1 Members of the Commission shall be selected from among the qualified electors of the County and shall be familiar with the Merit System Rules and Policies. No more than three (3) of such members shall be from the same political party.
- 3.2 Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term.
- 3.3 A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:
 - A. Absence from three (3) consecutive quarterly meetings;
 - B. Becoming a candidate for any elective public office;
 - C. Accepting any appointive office or employment in County service.
- 3.4 The Commission shall elect one (1) of its members Chairperson. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the quorum shall constitute a majority vote.
- 3.5 The Commission shall perform duties as are necessary to carry out the provisions of these Rules. In addition to the duties imposed upon it elsewhere, it shall be the duty of the Commission:
 - A. To suggest such Rules as it may find necessary or appropriate for administration of the Merit System Rules and Policies;
 - B. To advise the Board and Director of problems concerning personnel administration;
 - C. To advise and assist in fostering the interest of institutions of learning, civic, professional, and employee organizations in the improvement of personnel standards in the County service;
 - D. To make annual reports and such special reports as it considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.
- 3.6 Meetings: The Commission shall hold meetings in accordance with the Arizona Open Meeting Act, A.R.S. §38-431, et.seq.
 - A. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or Chairperson;

- B. At least one (1) meeting shall be held in each quarter;
 - C. All meetings shall be open to the public;
 - D. At least five (5) days' written notice of each meeting shall be given by the Personnel Director to each member not joining in the call;
 - E. Three (3) members shall constitute a quorum for the transaction of business.
- 3.7 Agenda: All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02.
- 3.8 Minutes: The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission, and when requested, a commissioner's dissent and their reasons shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes or a true copy thereof shall be open to public inspection.

GILA COUNTY PERSONNEL COMMISSION
(Proposed to BOS on 11-15-11, and if approved the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Jonathan Barber	B	C (12/15/09)	3 years, 3 months	01/01/10–12/31/13	4
Mitch Malkovich	B	C (05/06/08)	6 years, 9 months	01/01/08–12/31/11	4
Ken Volz	B	C (11/15/11)	4 years	01/01/12–12/31/15	4
Tom Moody	B	C (12/15/09)	9 months	01/01/10–12/31/13	4
Ophelia James	B	C (12/15/09)	3 years, 6 months	01/01/10–12/31/13	4

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

ARF-947

Consent Agenda Item 3- L

Regular BOS Meeting

Meeting Date: 11/15/2011

Submitted For: Tommie Martin, Member, Board of Supervisors
Submitted By: Pamela Fisher, Supervisor's Staff Specialist, Board of Supervisors-District 1

Department: Board of Supervisors-District 1

Presenter's Name:

Information

Request/Subject

Northern Gila County Range Commission Appointments/Reappointments

Background Information

Resolution No. 81-4-1 dated April 6, 1981, established the Northern Gila County Range Commission (NGCRC) and also sets forth the process for appointing board members who serve three-year terms. The purpose of this Commission is for the oversight of the Jim Jones Shooting Range. According to the Commission's Rules and Regulations, upon expiration of a board member's term, the Commission shall make a recommendation to the Board of Supervisors to fill the vacancy.

Evaluation

Forrest Switzer's current term on the NGCRC will expire December 31, 2011. The remaining commission members have recommended that Mr. Switzer be reappointed and he has agreed to serve another term. Also, in researching dates of office for the other Board members, no history of the Board of Supervisors' approval of Otto Wheeten for the term of office 2010-2013 was found.

Conclusion

The Northern Gila County Range Commission has recommended that Forrest Switzer be reappointed to the Commission for a new three-year term. The Commission would also like the Board of Supervisors' acknowledgement and approval of Otto Wheeten's term of office, which expires December 31, 2013.

Recommendation

It is recommended that the Board of Supervisors reappoint Forrest Switzer to the Northern Gila County Range Commission for a new three-year term, from January 1, 2012, through December 31, 2014; and acknowledge and approve the term of office for Otto Wheeten, which expires December 31, 2013.

Suggested Motion

Approval to reappoint Forrest Switzer to the Northern Gila County Range Commission for a new three-year term beginning January 1, 2012, and ending December 31, 2014; and to acknowledge and approve the appointment of Otto Wheeten, which will expire December 31, 2013.

Attachments

Resolution #81-4-1

Northern Gila County Range Commission Rules and Regulations

No. GC Range Commission Membership with Proposed Changes

A RESOLUTION FOR THE CREATION OF THE "NORTHERN GILA COUNTY RANGE COMMISSION".

NO. 81-4-1

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS has entered into an Agreement with the United States Department of Agriculture Forest Service for the issuance of a Special Use Permit to GILA COUNTY for the use of a parcel of Forest Service Property located in Gila County Arizona, particularly described as follows:

G&SRM

T10N, R10E

Section 27-S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
34-N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

For the use of:

1. Construct, operate, and maintain a public target range including range facilities for rifle, pistol, shotgun, and archery; and day use recreation facilities.
2. Construct and maintain a trailer space for a resident caretaker/range officer.

All construction to be in accordance with master range map, range development plan and subsequent detailed construction plans.

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS is empowered by Section 11-932 of the Arizona Revised Statutes to enter into agreements with the United States Government for the acquisition of real property within this territorial limits for the use and purpose of a public park, and

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS deems it necessary to establish a commission known as the "NORTHERN GILA COUNTY RANGE COMMISSION", to manage the said parcel of real property acquired from the United States Government.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: That the GILA COUNTY BOARD OF SUPERVISORS herein establishes the "NORTHERN GILA COUNTY RANGE COMMISSION".

THE SAID COMMISSION shall consist of three members, each to be appointed by the GILA COUNTY BOARD OF SUPERVISORS for a three-year term provided however, that in the initial creation of the SAID COMMISSION there shall be a one-year term, a two-year term and a three-year term. Upon the expiration of each said term, each member appointed to fill the expired term shall be appointed for a full three-year term.

Members of the SAID COMMISSION shall serve without pay. Each such member may receive his actual necessary expenses as occurred in the performance of his duties upon the approval of the GILA COUNTY BOARD OF SUPERVISORS.

THE COMMISSION shall adopt its own rules and regulations to govern the internal operations. Said rules and regulations shall be

approved by the GILA COUNTY BOARD OF SUPERVISORS.

The SAID COMMISSION shall prepare and submit reports and recommendations for the development, maintenance, operation and management of the Northern Gila County Shooting Facilities to the GILA COUNTY BOARD OF SUPERVISORS for their approval.

THE COMMISSION shall adopt such rules and regulations necessary for the operation of the Gila County Shooting Facilities, subject to the prior approval of the GILA COUNTY BOARD OF SUPERVISORS.

BE IT FURTHER RESOLVED: That all acts and duties performed, and all expenditures made by the members of this COMMISSION shall be subject to the approval of the GILA COUNTY BOARD OF SUPERVISORS.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, STATE OF ARIZONA, THIS 6th DAY OF APRIL, 1981.



Alfred B. Trujillo
CHAIRMAN
GILA COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM:

Jerry De Rose
JERRY DE ROSE
Deputy County Attorney

no 0008
4:00
c

468486

STATE OF ARIZONA, County of Gila, ss;
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors

Date April 8, 1981 Time 4:00 P. M., Docket 531 Official Records Page s 103 & 104
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

*Return to Gila County Board
of Supervisors*

INDEXED
MICROFILMED

MARY V. DE PAOLI, County Recorder

PAGE:

By *Celia L. Campos* Deputy.

COMPARED

March 31, 1986.

Upon appointment or re-appointment of a new member to the board, the three members shall by ballot, select a new Chairman, Vice-chairman, and select a recording secretary to record the minutes of each meeting and perform such duties and correspondence as the commission shall require.

In order to conduct any commission business at any meeting, at least two (2) members of the appointed commission shall make a quorum.

Upon expiration of a member's term, or if a member should resign during his/her term, the commission shall recommend and submit to the Board of Supervisors, a list of qualified personnel to fill the vacancy on the commission.

Any commission member may at his/her discretion, submit a minority report to the Board of Supervisors explaining his/her position on any subject brought before the commission on which he/she may disagree with the majority.

The Tonto Rim Sports Club shall prepare and submit a working agreement to the commission for the operation of the shooting facility.

Furthermore, the Tonto Rim Sports Club shall be responsible for the safe operation, maintenance, and construction of the shooting facility.

Detailed plans and profiles for each phase of construction shall be submitted to the commission for approval. The commission, upon approval, will then submit these plans to the U.S. Forest Service requesting their approval and/or recommendations.

All construction and/or improvements shall be in strict compliance with the master plan as submitted and approved in the original lease agreement between the U.S. Forest Service and Gila County.

The commission shall act as the official spokesman between the Tonto Rim Sports Club and the U.S. Forest Service. No official business shall be conducted between the U.S. Forest Service and the Tonto Rim Sports Club without the approval of the commission.

The Tonto Rim Sports Club shall establish range rules and regulations for the safe and efficient operation of the shooting facility. Safety rules and regulations shall be posted in a conspicuous place at all times when the range is in use.

James W. Jones
Gila County Supervisor
District One

NORTHERN GILA COUNTY RANGE COMMISSION
 (Proposed to BOS on 11-15-11, and if approved by the BOS the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served		DATES OF TERM	LENGTH OF TERM (# of years)
Forrest Switzer	D	C (11/15/11)	12 years (initially appointed on 12/14/99)	01/01/12-12/31/14	3
David (Smokey) Slaughter	D	A (03/31/09)	-	03/31/09-03/30/12	3
Otto Wheeten	D	B (11/15/11)	Records were lost as to the initial appointment, but Mr. Wheeten filled a vacancy created by the resignation of Glen Farnham.	(month and day is unknown)/2010-12/31/13	3

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appoint.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

ARF-954

3- M

Regular BOS Meeting

Meeting Date: 11/15/2011

Reporting Period: Recorder's Office Monthly Report for September 2011

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

Recorder's Office Monthly Report for September 2011

Suggested Motion

Approval of the September 2011 monthly departmental activity report submitted by the Recorder's Office.

Attachments

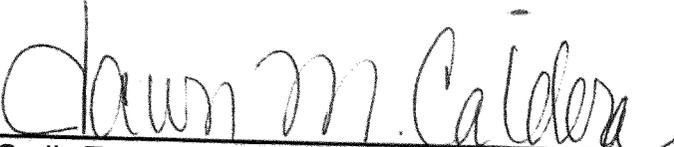
Recorder's Office Monthly Report for September 2011



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF SEPTEMBER 2011

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.


Sadie Tomerlin Dalton, Gila County Recorder

Bank Deposit Summary, From 9/1/11 12:00 AM To 9/30/11 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Sep 1, 2011 4:52:00 PM	2029	B	Payson	\$92.00
Sep 1, 2011 4:53:01 PM	2030	B	Globe	\$7,622.00
Sep 2, 2011 4:51:12 PM	2031	B	Globe	\$143.00
Sep 2, 2011 4:51:12 PM	2032	B	Globe	\$0.00
Sep 6, 2011 4:52:49 PM	2033	B	Globe	\$304.00
Sep 6, 2011 4:52:49 PM	2034	B	Payson	\$33.00
Sep 7, 2011 8:57:07 AM	2035	B	Globe	\$86.00
Sep 8, 2011 8:03:43 AM	2036	B	Payson	\$82.00
Sep 8, 2011 8:03:43 AM	2037	B	Globe	\$254.00
Sep 9, 2011 8:19:05 AM	2038	B	Payson	\$31.00
Sep 9, 2011 10:09:28 AM	2041	B	globe	\$812.00
Sep 12, 2011 4:56:31 PM	2042	B	Globe	\$647.00
Sep 13, 2011 5:00:13 PM	2043	B	gLOBE	\$124.00
Sep 13, 2011 5:00:13 PM	2044	B	PAYSON	\$63.00
Sep 14, 2011 8:58:18 AM	2046	B	Globe	\$253.50
Sep 14, 2011 4:56:18 PM	2045	B	Payson	\$40.00
Sep 15, 2011 4:55:54 PM	2047	B	Globe	\$176.00
Sep 15, 2011 4:55:54 PM	2048	B	Payson	\$43.00
Sep 16, 2011 10:42:26 AM	2049	B	Globe	\$1,281.00
Sep 20, 2011 2:15:38 PM	2051	B		\$1,687.00
Sep 20, 2011 4:58:41 PM	2052	B	Globe	\$617.10
Sep 20, 2011 4:58:41 PM	2053	B	Globe	\$0.00
Sep 20, 2011 4:58:41 PM	2054	B	Globe	\$0.00
Sep 21, 2011 5:24:15 PM	2055	B	Globe	\$336.00
Sep 21, 2011 5:24:15 PM	2056	B	Payson	\$109.00
Sep 22, 2011 8:12:04 AM	2059	B	Globe	\$271.00
Sep 22, 2011 8:12:04 AM	2060	B	Payson	\$141.50
Sep 26, 2011 9:12:09 AM	2062	B	globe	\$157.00
Sep 26, 2011 4:58:43 PM	2063	B	Globe	\$1,483.00
Sep 27, 2011 4:57:12 PM	2064	B	Globe	\$210.00
Sep 27, 2011 4:57:12 PM	2065	B	Payson	\$59.00
Sep 28, 2011 1:28:13 PM	2069	B	payson	\$109.00
Sep 28, 2011 4:56:40 PM	2066	B	Globe	\$289.00
Sep 29, 2011 1:28:13 PM	2068	B	payson	\$0.00
Sep 29, 2011 4:54:56 PM	2070	B	Globe	\$283.00
Sep 29, 2011 4:54:56 PM	2071	B	Payson	\$0.00
Sep 29, 2011 4:54:56 PM	2072	B	Payson	\$84.00

Total \$17,922.10

428.00 Deposited
18,350.10 10/3

SEPTEMBER 2011

MONTHLY REPORT

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
9/1/2011	7714.00	665.00	148.00	264.00	15.00	0.00	7273.00	378.00	1092.00
9/2/2011	143.00	183.00	60.00	60.00	5.00	0.00	69.00	165.00	308.00
9/6/2011	337.00	390.00	188.00	188.00	0.00	0.00	165.00	429.00	766.00
9/7/2011	86.00	169.00	92.00	92.00	0.00	0.00	124.00	267.00	353.00
9/8/2011	336.00	412.00	152.00	160.00	0.00	0.00	168.00	388.00	724.00
9/9/2011	843.00	970.00	164.00	164.00	10.00	0.00	180.00	465.00	1308.00
9/12/2011	647.00	361.60	160.00	164.00	5.00	205.00	321.00	448.60	895.60
9/13/2011	187.00	242.00	116.00	116.00	0.00	0.00	62.00	287.00	474.00
9/14/2011	293.50	347.50	152.00	152.00	0.00	0.00	59.00	358.00	651.50
9/15/2011	219.00	281.00	148.00	148.00	0.00	0.00	106.00	358.00	577.00
9/16/2011	1281.00	1311.00	112.00	112.00	15.00	0.00	231.00	269.00	1550.00
9/19/2011	1687.00	529.00	244.00	248.00	0.00	0.00	1222.00	474.00	1021.00
9/20/2011	617.10	489.10	136.00	304.00	0.00	0.00	194.00	312.00	929.10
9/21/2011	445.00	407.00	176.00	176.00	0.00	0.00	144.00	314.00	759.00
9/22/2011	412.50	469.50	204.00	204.00	0.00	0.00	211.00	465.00	877.50
9/23/2011	157.00	282.00	132.00	132.00	0.00	0.00	194.00	389.00	546.00
9/26/2011	1483.00	359.00	172.00	180.00	0.00	825.00	1100.00	1053.00	1536.00
9/27/2011	269.00	412.00	156.00	156.00	0.00	0.00	120.00	455.00	724.00
9/28/2011	398.00	505.00	168.00	168.00	0.00	0.00	144.00	443.00	841.00
9/29/2011	367.00	668.00	296.00	296.00	0.00	0.00	190.00	893.00	1260.00
9/30/2011	428.00	675.00	320.00	320.00	0.00	0.00	435.00	1108.00	1315.00
TOTAL	18,350.10	10127.70	3,496.00	3,804.00	50.00	1,030.00	12,712.00	9,718.60	18,507.70

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$6,383.60	(\$9,340.00)	(\$2,956.40)
Cash	Cash/Check	\$18,350.10	\$0.00	\$18,350.10
D-1005-120-01-4612-003	Postage(deferred)	\$28.00	(\$18.00)	\$10.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$84.00	(\$56.00)	\$28.00
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$104.00	(\$72.00)	\$32.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$96.00	(\$72.00)	\$24.00
ETransfer	Electronic Transfers	\$3,204.00	\$0.00	\$3,204.00
	Total	\$28,249.70	(\$9,558.00)	\$18,691.70
Liability				
999-CLOSE-ACCOUNT	Charge Account Closeout	\$0.00	(\$53.00)	(\$53.00)
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$218.00	(\$336.00)	(\$118.00)
	Total	\$218.00	(\$389.00)	(\$171.00)
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$502.60)	(\$502.60)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$57.00)	(\$57.00)
1005-120-01-4612-003	Postage	\$0.00	(\$971.60)	(\$971.60)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$270.00)	(\$270.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$39.00)	(\$39.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$51.00)	(\$51.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$43.00)	(\$43.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$8,161.50)	(\$8,161.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$20.00)	(\$20.00)
1005-120-01-4612-027	Fax	\$0.00	(\$50.00)	(\$50.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$3,528.00)	(\$3,528.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,828.00)	(\$3,828.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$10.00)	(\$10.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$40.00)	(\$40.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,030.00)	(\$1,030.00)
eRecording	eRecording	\$3,117.00	(\$3,036.00)	\$81.00
	Total	\$3,117.00	(\$21,637.70)	(\$18,520.70)
	Total	\$31,584.70	(\$31,584.70)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$18,350.10	\$0.00	\$18,350.10
	Range Total	\$18,350.10	\$0.00	\$18,350.10

Sadie Tomerlin Dalton Gila County Recorder For Month Of:						New Fiscal Year Form	
FY		2011-2012					
Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,192	4,236	11,989.38	760.00	3,932	2.00	20,919.38
Aug	1,272	4,796	14,380.90	1,774.56	4,536	23.00	25,510.46
Sept	1,047	3,804	13,139.02	1,030.00	3,496	10.00	21,479.02
Oct							0.00
Nov							0.00
Dec							0.00
Jan							0.00
Feb							0.00
Mar							0.00
Apr							0.00
May							0.00
June							0.00
Total	3,511	12,836	39,509.30	3,564.56	11,964	35.00	67,908.86
Fiscal Year		67,908.86					
All Monies							

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR		SEPT 2011		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$12,712.00	\$0.00	\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$9,718.60	\$2,993.40	
8		RECORDING FEES	\$10,127.70	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$20.00	\$20.00	
10		RECEPTING ERROR	\$2.00			
11		INTEREST PD TO ACCT	\$0.92	\$0.00	\$0.92	
12		NSF CHECK		\$28.00	\$28.00	
13		NSF BANK CHARGE		\$10.00	\$10.00	
14		STALE CHECKS	\$73.00	\$0.00	\$73.00	
15	TOTAL 1005 FUNDS		\$22,915.62	\$9,776.60	\$13,139.02	
16						
17	SECTION II					
18		7143 FUND (ASSESSOR)	\$3,496.00	\$0.00	\$3,496.00	
19		7145 FUND (RECORDER)	\$3,804.00	\$0.00	\$3,804.00	
20		7146 FUND (MINING - 80% STATE TREAS)	\$40.00	\$40.00	\$40.00	
21		7146 FUND (MINING - 20% RECORDER)	\$10.00	\$0.00	\$10.00	
22		7147 FUND (COMPUTER SVCS)	\$1,030.00	\$0.00	\$1,030.00	
23	TOTAL SEC II FUNDS		\$8,380.00	\$40.00	\$8,380.00	
24						
25	COMBINED TOTALS - TOTAL FEES COLLECTED		\$31,295.62	\$9,816.60	\$21,479.02	
26						
27						

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2011 - 09/30/2011

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$213.00)	\$0.00	\$0.00	(\$213.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$0.00	\$0.00	(\$20.57)
ADOT	AZ DEPT OF TRANS	(\$295.50)	\$0.00	\$0.00	(\$295.50)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APSR/RECORDINGS	(\$289.00)	\$0.00	\$0.00	(\$289.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$62.00)	\$76.00	(\$200.00)	(\$186.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$206.00	\$50.00	(\$168.00)	\$88.00
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,074.00)	\$0.00	\$0.00	(\$2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	(\$117.00)	\$0.00	\$0.00	(\$117.00)
DOCUT	DOCUTECH CORP	(\$289.00)	\$0.00	\$0.00	(\$289.00)
EQUIT	EQUITY SERVICES	(\$240.00)	\$8.00	\$0.00	(\$232.00)
ERAY	ERA YOUNG REALTY	(\$149.40)	\$46.80	\$0.00	(\$102.60)
EXCEL	EXCEL DOCUMENT SERVICES	(\$195.00)	\$0.00	\$0.00	(\$195.00)
FARES	First American Corelogic Inc.	(\$56.40)	\$475.00	(\$1,140.00)	(\$721.40)
FATM	FIRST AMERICAN MICROFICHE	(\$130.60)	\$76.80	\$0.00	(\$53.80)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$665.00)	\$47.00	\$0.00	(\$618.00)
FNDS	LPS APPLIED ANALYTICS	(\$1,128.20)	\$190.00	\$0.00	(\$938.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$31.50	\$0.00	\$0.00	\$31.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$47.00)	\$28.00	\$0.00	(\$19.00)
IMAPP	IMAPP , INC	(\$19.40)	\$0.00	\$0.00	(\$19.40)
IRS	INTERNAL REVENUE SERVICE	(\$72.00)	\$168.00	(\$168.00)	(\$72.00)
LA001	First American Title Lenders Advantage	(\$491.50)	\$0.00	\$0.00	(\$491.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$1,183.00)	\$53.00	\$0.00	(\$1,130.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$157.00)	\$255.00	(\$1,000.00)	(\$902.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$360.00)	\$5,048.00	(\$7,000.00)	(\$2,312.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$181.00)	\$8.00	\$0.00	(\$173.00)
simplifile	Simplifile - eRecording	(\$224.00)	\$3,117.00	(\$3,036.00)	(\$143.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,232.20)	\$19.00	\$0.00	(\$1,213.20)
Title 1 copy	Debbie Swann	(\$53.00)	\$53.00	\$0.00	\$0.00
Totals		(\$10,408.27)	\$9,718.60	(\$12,712.00)	(\$13,401.67)

ARF-952

3- 0

Regular BOS Meeting

Meeting Date: 11/15/2011

Reporting Period: Report for Approved Contracts Under \$50,000 for week ending October 28, 2011, and November 4, 2011

Submitted For: Joseph Heatherly

Submitted By: Valrie
Bejarano,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for Approved Contracts Under \$50,000 for weeks ending October 28, 2011, and November 4, 2011

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks ending October 28, 2011, and November 4, 2011.

Attachments

Approved Contracts Under \$50K Report for Oct. 22 to Nov. 4

Contract 1025-002 Hye Tech Network

Contract ADSP01103252 Konica Minolta

Contract 101311 S&M Communications

Contract 101211 La Casa Bella Builders

Contract 09DPMAC20902 Pueblo Mechanical

Contract ESS060043 Sentinel Technologies

Contract ADSP011007500 SHI International

Contract 102611 MLV Flooring

Contract 102511 GFI Acoustics

Contract 102911 Sun Valley Sealants

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

October 22 to October 28, 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
1025-002	General Support Agreement Hye-Tech Network & Security Solutions	\$175.00 MNTH	7-1-11 to 6-30-12	10-25-11	Expires	Network & security trouble shooting support & security architecture enhancements of Video Streaming, Routers, Firewalls.
ADSP01103252	Konica Minolta Fax Module Maintenance Agreement	\$95.58 MNTH	10-1-11 to 9-30-15	10-25-11	Expires	Fax module maintenance agreement for the Bizhub 601 copier located in the Board of Supervisors copier room.
101311	Guerrero Building Remodel Data Drop Installation S&M Communications	\$8,899.87	10-19-11 to 11-18-11	10-25-11	Expires	Installation of the data drop to various locations in each office and multipurpose rooms for the Guerrero Building Remodel Project.

October 29 to November 4, 2011

Number	Title	Amount	Term	Approved	Renewal Option	Summary
101211	Monroe Building Exterior Repair	\$3,078.83	11-1-11 to 11-25-11	11-2-11	Expires	Repair of exterior of building at 1177 Monroe St. Globe. Building to be occupied by S.O. Administration.
09D-PMAC2-0902	Boiler Service & Valve Replacement	\$30,565.81	9-2-11 to 9-1-12	11-2-11	Expires	Using Mohave Contract to do repair work on the boiler in the Globe Gila County Jail. Two year warranty on labor and parts.
EPS060043	Monroe Building Network Equipment Installation & Service	\$17,154.64	7-15-11 to 6-30-12	11-2-11	Expires	Network gear for S.O. Administration move to 1177 Monroe St. building.
ADSP011-007500	Software & Services for Gila County Superior Court	\$5,000	6-3-11 to 6-2-12	11-2-11	Expires	Purchase of miscellaneous software and services necessary for the Superior Court Department.
102611	Payson Health Department Carpet Replacement	\$1,786.09	11-2-11 to 11-25-11	11-2-11	Expires	Removal of old carpet and replacing with vinyl flooring.

102511	Guerrero Building Remodel Acoustical Ceiling Work	\$12,360	11-2-11 to 12-16-11	11-2-11	Expires	Installation of the acoustical ceiling and suspension system in the Guerrero Building.
102911	Masonry Wall Sealant Test Patch	\$3,180	11-2-11 to 12-31-11	11-2-11	Expires	Perform a masonry sealant sample test to determine coverage rate specific to masonry used on Courthouse.

General Support Agreement

1025-002

for

Gila County

Developed by

HYE TECH NETWORK & SECURITY SOLUTIONS, LLC

EPS060043-16-A1



JULY 1, 2011

4802 E. Ray Road
Suite 23-414
Phoenix, Arizona 85044
www.htnetsec.com
saro@htnetsec.com



Objectives

Hye Tech will meet the following Service objectives:

- Provide network and security troubleshooting and support.
- Provide network and security architecture enhancements.

Scope of Work

Provide troubleshooting and support

- Support includes:
 - Data network and security operations related troubleshooting
 - Wireless network operations related troubleshooting
 - Voice network operations related troubleshooting
 - General network troubleshooting
- Support does NOT include:
 - Purchase of equipment of any nature
 - Workstation, Server, Printer or Applications Support

Provide network and security architecture enhancements

- Including:
 - Network or security architecture design consultation
 - Voice network architecture design consultation
 - Configuration of new technologies as needed
 - General architecture decision consultation, including hardware, software, etc.

Rates

- See Appendix A



Requirements/Terms

The following assumptions and requirements apply for this Services engagement.

- Gila County will provide Hye Tech an overview of relevant policies associated with the project.
- Gila County will provide access to all information, documentation and technology necessary for consultant to perform the Service.
- Gila County Staff will work with Hye Tech to make the necessary network changes.
- Special projects, except those that are mutually agreed upon, will not be accomplished within the Scope of this Agreement.
- All software maintenance shall be provided by Gila County.
- All required hardware, software and licenses shall be provided by Gila County.
- **Agreement Term:** *July 1, 2011 through June 30, 2012*, not to exceed 80 billable hours. Gila County shall have the option to extend for two (2) additional twelve (12) month periods if they so choose unless written noticed is received within 30 days by either party of termination.
- **Relationship to Parties:** Provider is an independent contractor of the County. Provider represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by provider that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither provider nor any employee of the provider shall be deemed an officer, employee, or agent of the County.
- ***Non-Appropriations Clause:** Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to provider of the unavailability and non appropriation of public funds. It is expressly agreed that the County shall not activate this non appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- **Hold Harmless/Indemnification Clause:** Provider shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontracts. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Provider 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, by indemnified by Provider from and against any and all claims. It is



agreed that the Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Provider for the County.

- **Entire Contract Clause:** The provider and the County have read this contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties.
- **Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this contract, or to request at any time performance by provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.
- **Governing Law:** Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

Cancellation: This agreement is subject to Cancellation pursuant to A.R.S. §38-511.

Legal Arizona Works Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the



Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

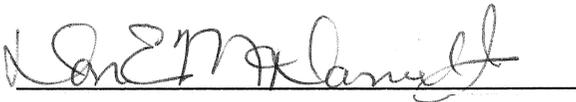
Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety

GILA COUNTY:

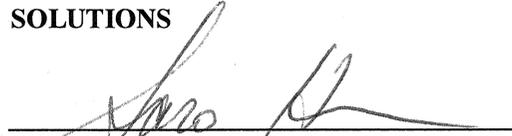
GILA COUNTY MANAGER



Don E. McDaniel Jr.

PROVIDER:

HYE TECH NETWORK & SECURITY SOLUTIONS



Representative Authorized to Sign

SARD HAYAN

Print Name

APPROVED AS TO FORM:



**Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney**



Appendix A

Support Service Rates:

<u>Description</u>	<u>Rate</u>
Hourly rate for services	\$175.00

NOTE: NOT TO EXCEED 80 hours for period of July 1, 2011 to June 30, 2012.





KONICA MINOLTA
Advantage CPC Maintenance Contract

Sold To: (legal name)		Ship To:	
Name: <u>Gila County</u>	Account Number: _____	Name: <u>Gila County</u>	Account Number: _____
Address Line 1: <u>Donald E. McDaniel (County Manager)</u>		Address Line 1: <u>Board of Supervisor Copy Room</u>	
Address Line 2: <u>Board of Supervisor Copy Room</u>		Address Line 2: <u>Cassandra Villegas</u>	
Street Address: <u>1400 East Ash Street</u>		Street Address: <u>1400 East Ash Street</u>	
City: <u>Globe</u>	State: <u>AZ</u>	City: <u>Globe</u>	State: <u>AZ</u>
Zip: <u>85501</u>		Zip: <u>85501</u>	
Tax Exemption <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Certificate required)		Tax Exemption Number: _____	
PO Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy required)		PO Number: _____	PO Expiration Date: _____

Advantage CPC Maintenance Plan

Cost Per Copy
 With Supplies Without Supplies - Purchased Separately

Effective Date: Installation

Billing for CPC contract: Monthly Quarterly Annually
Contract Term (Months): 12 24 36 48 60

Overages billed: Monthly Quarterly Annually

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	Bizhub 601	AOPP011008643	C					
			B/W	Not Applicable	Flat Rate	Unlimited Copies	\$ 95.58	Unlimited Copies
2			C					
			B/W					
3			C					
			B/W					Includes Toner and Staples
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

Customer's signature below acknowledges receipt and consent to KMBS Advantage Maintenance Terms and Conditions "Schedule A" dated 02-01-10. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Donald E. McDaniel KMBS Representative: [Signature] 10/17/11
 Signature: [Signature] 10/24/11 KMBS Manager: [Signature] 10/17/11
 Title: County Manager

FOR INTERNAL USE

New Customer Maintenance w/ Equipment Order Maintenance Only Maintenance Billed by KMBS Maintenance Billed by Lease Company Dealer Serviced

PE #: _____ Agreement #: ADSP01103252 Customer Code 1: _____
 Promotion #: _____ Price Plan #: _____ Customer Code 2: _____
 Subfleet #: _____ Customer Code 3: _____

Key Operator Contact: Cassandra Villegas Phone: (928) 402-4355 Email Addr: cvillegas@co.gila.az.us
 Meter Read Contact: Cassandra Villegas Phone: (928) 402-4355 Email Addr: cvillegas@co.gila.az.us
 Accounts Payable Contact: Cassandra Villegas Phone: (928) 402-4355 Email Addr: cvillegas@co.gila.az.us

Special Instructions: _____ **Additional Documents Attached:**
 Price Exception Tax Exempt Certificate
 Purchase Order Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: Windsor, CT Branch _____ (Branch Name)

APPROVED AS TO FORM:

[Signature]
 Bryan B. Chambers, Chief Deputy County Attorney
 for Gila County Attorney Daisy Flores

KMBS ADVANTAGE MAINTENANCE TERMS AND CONDITIONS "SCHEDULE A"

(Revised 02-01-10)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

1. PAYMENT: Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due pursuant to this Agreement, there will be a service charge of one and one-half percent (1 1/2%) per month of the total amount due or the maximum legal interest rate allowed by law, whichever is less. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

14. ASSIGNMENT: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted against KMBS and not its assignee. KMBS may assign, without notice, any of its rights under this Agreement.

15. NOTICES: All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

16. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injury, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

17. WARRANTY: KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. REMEDY LIMITATIONS: The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES DO RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of New Jersey, consents to jurisdiction in that forum and waives the right to jury trial.

20. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

21. WAIVER & SEVERABILITY: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

22. ORIGINAL DOCUMENT: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

23. SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE: If this option has been selected, KMBS (or designated service) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, staples, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies: located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer's Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmb.konicaminolta.us>. Audit Rights: During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

24. ENTIRE AGREEMENT: This is the entire Agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose or authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

25. DIGITAL SUPPORT SERVICE (DSS): Provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. to 6:00p.m. Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any Customer changes, alterations or attachments make it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.

2. METER READINGS: Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KIBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplicated copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.

3. SITE PREPARATION & ACCESS: Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.

4. COMMENCEMENT OF SERVICE: The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. ADDITIONAL EQUIPMENT: No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. SERVICE INCLUDED: KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumable Supplies, if this option is selected, as defined in section 23. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. PREVENTIVE MAINTENANCE: Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. vCARE MONITORING: KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis). Should Customer opt-out of utilizing vCARE, KMBS reserves the right to assess an incremental Invoicing fee not to exceed twenty five dollars (\$25) per Invoicing.

9. SELLER'S AGENTS: Customer acknowledges that it has been advised that no employee, representative or agent of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. DISCLAIMER: This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, or household purposes.

11. AUTOMATIC RENEWAL: Service on individual equipment shall automatically be extended for successive one year terms at the rates being charged by KMBS at the time of renewal unless Customer or KMBS provides the other party thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph, Customer will be billed for service through the effective date of cancellation. In the event this Agreement is canceled or not renewed, Customer shall return any unused Consumable Supplies to KMBS. Should the Customer fail to return any unused Consumable Supplies, KMBS reserves the right to charge for any unused Consumable Supplies at the then current rate for such supplies.

12. EARLY TERMINATION CHARGE: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: I) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then II) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then III) divide that number by two (2).

13. NETWORK INTEGRATION: If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the

Attachment "A" by mention is hereby incorporated into this agreement as fully set forth herein.

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of [County Name], State of [State Name].

Witness my hand and seal of office this [Day] day of [Month], [Year].

[Signature]

[Title]

[Address]

111,900

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 101311
GUERRERO BUILDING REMODEL DATA DROP INSTALLATION

THIS AGREEMENT, made and entered into this 24th day of OCTOBER, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and S&M Communications, of the City of Glendale, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the data drop installation for the Guerrero Building Remodel in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County I.T. Department or designee.

MDF / IDF BUILDOUT

- Install (2) new 48-port category 6 patch panels
- Install (2) new horizontal wire managers
- Install (68) category 6 data drops to various location in each office, lab and multipurpose room per plans and specs

SPECIFICAITONS

- All cable will be installed in accordance with building industry standards (EIA/TIA 568B)
- All cable installed above grid ceiling will run true to building lines (not on angles)
- All cable will be neatly bundled in groups and Velcro wrapped

TESTING AND LABELING

- All cables will be labeled and tested to verify they exceed industry standards (EIA/TIA 568)

WARRANTY

- The Contractor shall warrant all work for period of two (2) years.
- Leviton will provide a twenty five (25) year Manufacturers warranty against manufacturers defect.

Note: The installation does not include standard electrical boxes, cover plates, junction boxes, conduit stubs, wire tray, plywood backboards and conduit raceways. Installation also does not include any penetration through concrete or brick walls.

Invoicing

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address
- Description of Service

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents,

representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Berthan DeNero, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Berthan DeNero, Gila County, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor

shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be effective date signed by the County Manager and expires November 18, 2011.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with the not-to-exceed without written authorization budget of \$8,899.87.

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

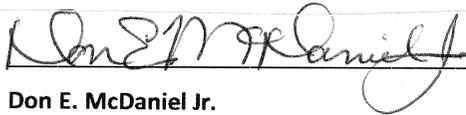
In return for the performance of Contract No. 101311 by the Contractor, the County agrees to pay the amount of not more than \$ 8,899.87 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY:

CONTRACTOR:

GILA COUNTY MANAGER

S&M COMMUNICATIONS





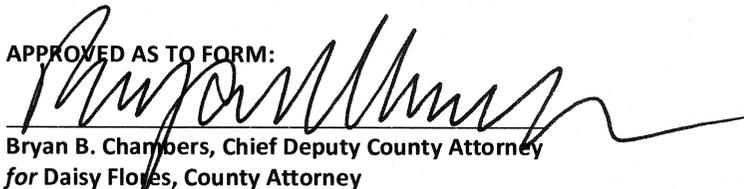
Don E. McDaniel Jr.

Signature

MARK SOFIA

Print Name

APPROVED AS TO FORM:



Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 101211
MONROE BUILDING EXTERIOR REPAIR

THIS AGREEMENT, made and entered into this 2nd day of NOVEMBER, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and La Casa Bella Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the exterior repair work of the County building located at 1177 Monroe St, Globe, AZ, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. Contract shall supply all materials necessary to complete the work in this contract.

The Contractor shall:

- Remove and dispose of existing gutters on the building.
- Remove and replace 6' of 1x of damaged fascia wood.
- Scrape old peeling paint around windows, fascia and eaves of building.
- Repaint around windows, fascia and eaves of building with white exterior paint.

Invoicing

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address

- Description of Service

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County’s financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be effective date signed by the County Manager and expires November 25, 2011.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with the not-to-exceed without written authorization budget of \$3,078.83.

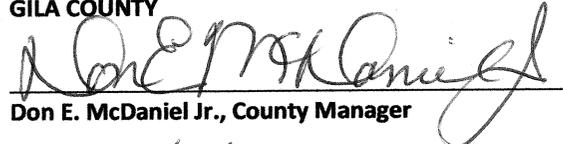
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of Contract No. 101311 by the Contractor, the County agrees to pay the amount of not more than \$ 3,078.83 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 11/2/11

LA CASA BELLA BUILDERS LLC


Signature


Print Name

Date: 10-26-11



**Award Notification
Via Email**

Steve Barry
Pueblo Mechanical & Controls, Inc.
8/14/09

Congratulations, Pueblo Mechanical & Controls, Inc.'s response has been awarded a contract under RFP 09D-0716. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Pueblo Mechanical & Controls, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "Craig A. McKee". The signature is stylized and cursive.

Craig A. McKee, CPPB
Director of Contracting Programs

NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi- mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be available equally.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is Pueblo Mechanical & Controls, Inc.
2. Mohave emails Member order to Pueblo Mechanical & Controls, Inc.
3. Pueblo Mechanical & Controls, Inc. provides product/services.
4. Pueblo Mechanical & Controls, Inc. invoices Member.
5. Member pays Pueblo Mechanical & Controls, Inc.
6. Pueblo Mechanical & Controls, Inc. sends Usage and Reconciliation Report to Mohave.
7. Pueblo Mechanical & Controls, Inc. remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of the month.
- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 09D-0716 (page 17, **Unit Price Book Copies**) you are required to furnish Mohave with adequate copies of the approved unit price books listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. We require 1 copy of the current 2009 HVACR price guide, in either printed or electronic form. **Since we have the 2009 RS Means pricing information on file for your existing contract, you will not need to provide new copies of the RS Means pricing until**

2010. Submit this no later than September 15, 2009. If not received, your contract shall be placed on hold until this is rectified.

- Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.
- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools). **All required bonds will be provided to member prior to starting the work.**
- Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$33,689 for schools); or less than an amount determined by a non-school member.
- Your price proposal indicated that *“mobilization varies by project scope and location.”* Please provide clear price information as to what the mobilization charges would be. **Submit this via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, mobilization charges will not be allowed under your contract.**
- Your answer to question 3.4 indicated that you would not be using an additional customer agreements. However, a sample extended warranty document was included after Tab 8. This document contained the following term that must be removed in order for the extended warranty document to be used under your new contract.
 - #6 - Entire Agreement - This must be removed.**Submit a revised version of the extended warranty agreement via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, the agreement will not be allowed under your contract.**
- All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.



September 1, 2009

Review of Request to Add Ancillary Services to Mechanical Contracts Awarded Under RFP #09D-0716

Pueblo Mechanical requested that we consider the inclusion of ancillary services, outside of division 23, under their award from RFP #09D-0716. After reviewing the information that Pueblo Mechanical provided to the contracts team, we had several questions requiring additional research:

- *Would any of the excluded line-items in 2.2.16 prevent us from adding the ancillary services?*

No. There doesn't appear to be anything related to the ancillary services that they are requesting, in the excluded sections of Division 1. The items excluded in the RFP under 2.2.16 (*UPB Division 1 sections before 54, Temporary Construction*) include the following:

Professional consultants	Coordination (<i>Field Personnel, Insurance, Main Office Expense, General Contractor's Mark-Up, Overhead, Performance Bond</i>)
Construction Management Fees	Photographic Documentation
Engineering Fees	Permits
Models	Quality Control (<i>Testing & Inspecting Services</i>)
Renderings	Temporary Utilities
Contingency Allowances	Field Offices and Sheds
Factors Allowance	Protection Equipment
Job Conditions Allowance	Safety Nets
Job Conditions	
Overtime Allowance	
Cost Indexes	
Taxes	
Project Management	

- *Are demolition services precluded from the award?*

No. They don't appear in any of the sub-headings excluded in Division 1.

- *Is mobilization in the excluded line-items in 2.2.16?*

No. It doesn't appear in any of the sub-headings excluded in Division 1.

- *What type of impact would not having the ancillary services have on the Bel-Aire contract?*

I spoke with Roxanne at Bel-Aire, and she confirmed that not having these ancillary services would impact their ability to provide a "complete solution." They assumed that since we specifically said "only Division 23" that they were going to have to sub out those services, and not include them through a Mohave project. This would restrict contract usage and effectiveness.

In addition, Pueblo Mechanical provided us with some examples of projects (see attached) that appear to confirm the need for the following ancillary services:

- Site Prep (Division 1)
- Electrical disconnect/reconnect (Division 26)
- Plumbing – Pipe Fittings/valve replacement (Division 22)
- Thermal/Moisture Protections (Division 7)
- Concrete pad modification or replacement (Division 3)
- General Site Demo (Division 2)
- Masonry (Division 4)
- Metals – Framing for supports (Division 5)
- Openings – New door/windows for mechanical closures (Division 8)
- Finishes – Stucco, plaster and paint (Division 9)
- Earthwork – Excavating piping (Division 31)
- Utilities – Updated utility connections (Division 33)

With that research in mind, the contracts team approved the request to allow the inclusion of the ancillary services. Pricing for the Pueblo Mechanical and Bel-Aire Mechanical contracts will be as follows:

Pueblo Mechanical (09D-PMAC-0902):

- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

Bel-Aire Mechanical (09D-BAMI-0902):

- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs) will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

These changes will be effective on the award date for these contracts, September 2, 2009.



Mark DiBlasi
Contract Specialist II, CPPB

**Point Paper
On
JOC IFB Award Rqmts/Action Items for Award [Division 23 Only Impact]**

ISSUE: In order to benefit the members for full service mechanical some ancillary items are required to provide “turn Key” services. The inclusion of Unit Price Book “Div. 23 only” for the basis of pricing under this contract is far too restrictive and effectively nullifies this contract as a cost effective/expeditious method of procuring mechanical services. By limiting work to “Div. 23 only” rather than “Div 23 primarily with required ancillary” there are essentially no mechanical projects available under this contract.

DISCUSSION: We are extremely excited about the opportunity to continue our successful relationship with Mohave Educational Services Cooperative via the recently awarded JOC. However, after reviewing the recently released notes on the award we were surprised to see the restrictive language of **Division 23 only** [we cannot find that restriction listed anywhere in the original RFQ or RFP – we referenced mechanical and ancillary as required throughout our response to the RFQ / RFP]. The information below is intended to demonstrate why Division 23 as the sole source of pricing is not feasible for not only large/complex mechanical projects but most rudimentary mechanical projects as well. The samples below are very common **mechanical** projects representing small [unitary change out], medium [tower change out], and large projects [mechanical central plant and unitary renovations]. All of these projects have a distinct mechanical focus [vast majority of cost/labor] but require ancillary support from other UPB divisions for completion;

Small unit replacement project [approx. \$6,000 - \$10,000 depending on complexity]:

- A very simple 3 ton Heat Pump replacement consists of the following basic elements [complex jobs require additional ancillary work];
 1. HVAC – Equipment and startup/checkout **[Division 23]**
 - Site Prep – A rental crane [or similar rigging device] is required to remove the old unit and place the replacement unit **[Division 01]**
 - Electrical – The power must be disconnected and reconnected. Existing electrical disconnects [required by code] normally require replacement as well as “WHIPS” the EMT from the disconnect to the unit **[Division 26]**
 - Plumbing - Condensate pipe/fittings; normally schedule 40 PVC **[Division 22]**
 - Thermal/Moisture Protection - Roof modification/sealing; new units normally require a modification to the existing penetration or roof sealing **[Division 07]**

Medium cooling tower(s) replacement project [approx. \$100,000 - \$300,000 depending on complexity]:

- A basic cooling tower replacement normally consists of following basic elements at a minimum [complex jobs require additional ancillary work]
 1. HVAC - Cooling Tower(s), pumps, balancing, etc.; equipment and startup/checkout **[Division 23] – See page two(2)**

- Site Prep - A rental crane [or similar rigging device] is required to remove the old tower and place the replacement tower **[Division 01]**
- Electrical - The power must be disconnected and reconnected. Many tower replacement require new/upgrade electrical connections to include new panels or sub panels and Variable Frequency Drives **[Division 26]**
- Concrete – Pads normally require modifications or replacement **[Division 03]**
- Plumbing - Piping, valves, insulation, etc. almost all tower replacements require some degree of piping and special valve replacement **[Division 22]**

Large central plant [chiller/boiler, piping, pumps, unitary change outs, etc.] [Approx. \$300,000 - \$1,000,000 depending on complexity]:

- A basic central plant and mechanical upgrade project normally consists of following basic elements;
 1. HVAC – Vast majority of project focus, major equipment, ductwork, mechanical valves, air/water balance and treatment, energy efficient controls, pumps, vents/registers, etc **[Division 23]**
 - Site Prep – Rigging, large project mobilization, trailer, waste management, site prep, etc. **[Division 01]**
 - General Demo – Selective site demo and remediation if required **[Division 02]**
 - Concrete – Mechanical equipment pad modification or construction **[Division 03]**
 - Masonry – Remodel or modify existing mechanical yard/room **[Division 04]**
 - Metals – Framing for custom mechanical pipe supports, stands for mechanical equipment, etc. **[Division 05]**
 - Thermal/Moisture Protection – Roofing modifications to accommodate new mechanical equipment **[Division 07]**
 - Openings – New doors/windows for mechanical closures **[Division 08]**
 - Finishes – Repair/replace damaged walls w/stucco, plaster, and paint **[Division 09]**
 - Plumbing – Schedule 40 mechanical piping, pipe hangers, special valves, insulation, mechanical drains, separators, etc. **[Division 22]**
 - Electrical – New electrical connections and circuits dictated by code [can be very extensive] **[Division 26]**
 - Earthwork – Excavating mechanical piping, equip. pad earthwork, etc. **[Division 31]**
 - Utilities – Large mechanical projects often require updated utility connections to accommodate new equipment **[Division 33]**
- We conducted a detailed analysis of all Mohave projects [non-service] in calendar year 2008, of the 46 applicable mechanical projects 45 projects **[97.8%]** required work outside Division 23

RECOMMENDATION: In order to make this contract beneficial to the members and allow them to procure full service mechanical services we recommend the following:

To provide the essential latitude to complete the most basic of mechanical work the phase “Div. 23 only” should be changed to “Div. 23 primary” or references to Div 23 only deleted entirely. It is understood Division 23 is the primary source of pricing but its imperative contractors have the ability to capture essential ancillary project costs in order to make this contract beneficial to the members.

Pueblo Mechanical & Controls, Inc.

Mohave Contract #05G-PMAC-0608

Client: Mohave Educational Services
Project: Mohave Building Mechanical Upgrade

Description: Remove/replace existing units with 1 5-Ton and 2-4-Ton Gas Packs with associated register upgrades, duct modifications, cooler demo, electrical/wire, programmable T-stats, and roof capping/sealing as req.

Prepared by: John N.

Qty.	Unit	Means Number	Description	Price	Extension
3.00	Ea.	23 05 0510 5100	Roof top air conditioner, DEMO, up thru 10	\$760.00	\$2,280.00
125.00	Lb.	23 31 1313 0520	Metal Ductwork, fabricated rectangular, gal	\$7.75	\$968.75
130.00	L.F.	23 33 4610 2020	Ductwork, flexible coated fiberglass fabric d	\$11.20	\$1,456.00
100.00	Lb.	23 05 0510 1570	Ductwork, DEMO, metal; steel and sst, fab	\$1.05	\$105.00
0.50	Day+	01 54 3360 2500	Rent crane truck mounted, hydraulic, 25 to	\$1,161.60	\$580.80
3.00	Ea.	23 09 5310 5040	Control Components, thermostats, electric,	\$177.00	\$531.00
1.00	Ea.	23 74 3310 1140	Rooftop air conditioner, 5-Ton single zone,	\$6,475.00	\$6,475.00
2.00	Ea.	23 74 3310 1120	Rooftop air conditioner, 4-Ton single zone,	\$5,875.00	\$11,750.00
22.00	Ea.	23 37 1310 1560	Diffuser, steel, ceiling, round, 12" diamete	\$91.00	\$2,002.00
9.00	Ea.	23 37 1330 1100	Grille, aluminum, air return, 12" x 12"	\$52.00	\$468.00
3.00	Ea.	23 05 0510 1730	Evaporative cooler, DEMO up thru 5 H.P., s	\$385.00	\$1,155.00
2009 Facilities CostBook					
15.05	L.F.	26 05 3335 1090	Flexible metallic conduit, sealtite, 3/4" diam	\$8.35	\$125.68
3.00	Ea.	26 28 1620 4340	Safety switches, heavy duty, 2 pole, fusible	\$315.00	\$945.00
3.00	Job	06 16 3610 9000	Sheathing, roof capping/sealing, minimum	\$264.00	\$792.00
2.00	C.L.F.	26 05 1990 1300	Wire, copper, stranded, 600 volt, #8, type T	\$121.00	\$242.00

MEANS COST SUBTOTAL **\$29,876.23**

MOHAVE DISCOUNT **\$5,676.48**

SUBTOTAL **\$24,199.74**

Sales Tax @ 5.265% **\$1,274.12**

Bond

Project Total **\$25,473.87**

Mohave Administration Fee (included in total) **\$241.97**

Sample Small Project RS Means Breakout - Example Only

Description: Remove cooler, add HP with new duct, grills, and electrical (roof penetration)

Qty.	Unit	Means Number	Description	Price	Extension
1.00	Job	05 12 2340 9000	Lightweight framing, structural steel, minimum	\$645.00	\$645.00
1.00	Job	06 16 3610 9000	Sheathing, minimum labor/equipment charge	\$252.00	\$252.00
1.00	Sq.	07 53 2320 3800	Ethylene-propylene-diene-monomer roofing	\$185.00	\$185.00
300.00	Lb.	23 31 1313 0540	Metal Ductwork, fabricated rectangular, galv	\$7.00	\$2,100.00
1.00	Job	26 27 2620 9000	Wiring devices, minimum labor/equipment charge	\$140.00	\$140.00
1.00	Ea.	23 81 4310 1560	Heat pump, air to air single package, 3 ton	\$4,125.00	\$4,125.00
0.50	Day+	01 54 3360 2400	Rent crane truck mounted, hydraulic, 12 ton	\$1,065.90	\$532.95
2.00	Ea.	23 37 1330 1200	Grille, aluminum, air return, 18" x 18"	\$67.00	\$134.00
1.00	Ea.	26 28 1620 4510	Safety switches, heavy duty, 3 pole, fusible,	\$515.00	\$515.00
50.00	L.F.	26 05 3305 1770	Rigid galvanized steel conduit, 3/4" diameter	\$9.80	\$490.00
1.00	Ea.	23 05 0510 1710	Evaporator, 12,500 thru 30,000 BTUH, sele	\$390.00	\$390.00
48.44	L.F.	22 11 1374 1870	Pipe, plastic, PVC, 3/4" diameter, schedule	\$12.80	\$620.08

MEANS COST SUBTOTAL **\$10,129.03**

CONTRACT DISCOUNT **\$709.03**

SUBTOTAL **\$9,420.00**

Sales Tax @ **5.53%** **\$520.46**

Bond

Project Total **\$9,940.46**

Offer and Contract Award

Place after Tab 1

RFP 09D-0716 Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

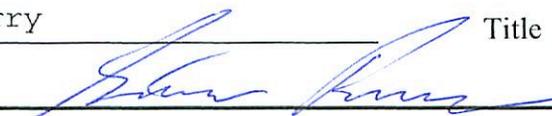
Federal Employer Identification Number 86-1027390

Company Name Pueblo Mechanical & Controls, Inc.

Address 2775 E. Ganley Ste 103 City Tucson State AZ Zip 85706

Telephone Number (520) 545-1044 Fax (520) 545-1048

Printed Name Steve Barry Title General Manager

Authorized Signature 

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.

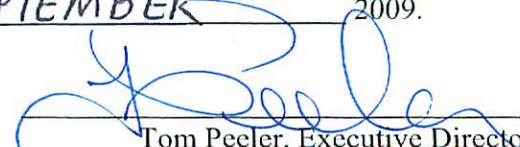
Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 09D-PMAC2-0902

Awarded this 2nd day of SEPTEMBER 2009.


Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.



RFP 09D-0716
**Job Order Contracting for Various
 Construction Trades**
August 5, 2009
MWD

Awarded as recommended
 T. Peeler, 8/10/09

Recommended for award

Centennial Contractors Enterprises, Inc.
Parsons Commercial Technology Group, Inc.
SDB, Inc.

Bel-Aire Mechanical, Inc.
Pueblo Mechanical & Controls, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria set forth in the solicitation and the required scoring methodology. All vendors were determined to be responsible.

The offers were compared using the criteria set forth in the solicitation, the required scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Division	BC	CM	HS	MD	MC	Avg. Rank
Centennial Contractors Enterprises, Inc.	General Contractor	1	2	1	1	1	1.2
Parsons Commercial Technology Group, Inc.	General Contractor	2	1	2	2	2	1.8
SDB, Inc.	General Contractor	3	3	3	3	3	3
Pueblo Mechanical & Controls, Inc.	23 - HVAC	1	1	1	1	1	1
Bel-Aire Mechanical, Inc.	23 - HVAC	2	2	2	2	2	2
Interstate Mechanical Corp.	23 - HVAC	3	3	3	3	3	3

The solicitation authorized a multiple award. The evaluation committee determined that one award for general contractors or for the Division 23 (HVAC) would not be advantageous to our members, nor sufficient to meet the members' varied needs, based on usage under previous contracts and estimated usage under new contracts. Prior to the recent economic downturn, usage of Mohave's JOC contracts was growing each year. In considering the budgetary restraints and purchasing staff reductions that our members are experiencing, the evaluation committee determined that having an additional general contractor, and the addition of two Division 23 (HVAC) contractors, would help with the potential increase in usage of Mohave's cooperative contracts.

The evaluation committee reviewed all of the associated costs included in the proposals. The evaluation committee determined that the only information that was applicable for item 10 on the evaluation score sheet were transportation costs. Any offerors who did not charge travel, M&IE or mobilization fees were given a score of 5 for Item 10 on the score sheet. Offerors who did charge travel, M&IE or mobilization fees were given a lower score of 4 for Item 10 on the score sheet.

The evaluation committee assigned a calculated score for Item 9 on the evaluation score sheet. Price scores were assigned points from 15-0 based on a comparison of each offeror's required coefficient. The same common pricing score was used by all evaluators.

RFP 09D-0716 Award Recommendation (Con't)

The coefficients provided by Interstate Mechanical Corporation were a two-part formula that required clarification. A clarification phone call was made to Bill Thompson by the evaluation committee on 7/30/09. That call confirmed our understanding that the coefficient provided by Interstate Mechanical Corporation was a two-part formula, to be applied to the "material and labor bare cost" columns, instead of the required "Total including O&P" columns of the RS Means UPB. This did not meet specification 2.2.04, which required "*The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*" As such, Interstate Mechanical Corporation received a 0 for Item 9 on the scoresheet.

Details for the recommended awards are as follows:

- Centennial Contractors Enterprises, Inc. was the number one overall scoring offer among the general contractors.
- Parsons Commercial Technology Group, Inc. was the number two overall scoring offer among the general contractors.
- SDB, Inc. was the number three overall scoring offer among the general contractors.

- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes the quarterly HVACR price guide for determining pricing, instead of the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.
- Bel-Aire Mechanical, Inc. was the number two overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes a combination of MCAA (Mechanical Contractors Association of America) labor tables, along with the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.

The evaluation committee determined that the recommended award constitutes the least number of awards required to meet the members' requirements and needs. The ability to perform under an awarded contract, experience in providing the requested products and services, the type of services offered, the existing use of JOC contracts and pricing were all factors in this determination. The committee also determined that the recommended awards should have the ability to satisfactorily respond to any growth in the use of job order contracting for various construction trades contracts by our membership.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List.

Not recommended for award

Interstate Mechanical Corporation: This proposal received scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

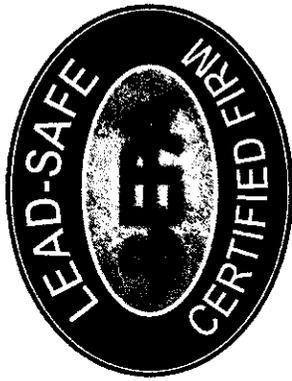
Note: Arizona state JOC procurement rules require one licensed architect or engineer, and one senior management level employee of a construction firm to be part of the evaluation committee for RFQ 09D-0514 and RFP 09D-0716.

For RFQ 09D-0514 and RFP 09D-0716 we used the following outside volunteers:

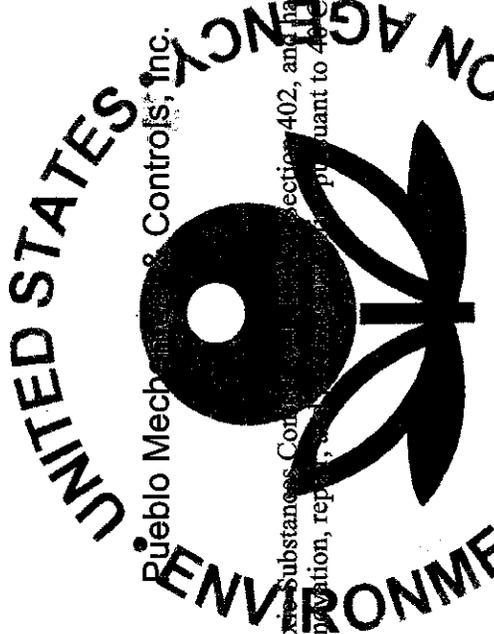
Bob Carlson - Betnor, Inc. - Senior Management Employee

Herb Schneider - Schneider, Shay, Pian, Pittenger Architects, LLP - Architect

United States Environmental Protection Agency



This is to certify that



Pueblo Mechanical Controls, Inc.

has fulfilled the requirements of the Toxic Substances Control Act, Section 402, and has received certification to conduct lead-based paint renovation, repair, and maintenance pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 21, 2015

NAT-55417-1

Certification #

June 8, 2010

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





Amendment to Mohave Contract
09D-PMAC2-0902

JOC Contracts using City Cost Indexes

November 17, 2010

Agreement to amend scope of work to revise application of the Weighted Average City Cost Index (CCI).

In a recent pricing review, it was discovered that our current requirements regarding the application of the Weighted Average City Cost Index (CCI) coefficients does not conform with how the industry applies CCI's to project estimates. It was found that the *RMeans Costworks* program applies the CCI per division(s) in project estimates, and does not average these coefficients as outlined in the terms of the contract. As most *RMeans* pricing software cannot be modified to meet Mohave's current requirement, contracts may be difficult to quote pricing efficiently. Mohave has reviewed the industry application of the coefficients by division and determined this to be acceptable. As the effect on final pricing is minimal, we offer to change the terms to bring the requirement in-line with industry practice.

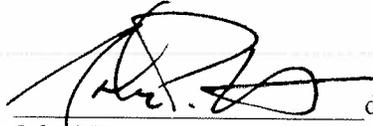
The current scope of work for 2.2 Pricing, 2.2.04 requirement states: *The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*

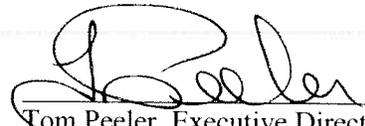
Signature of this amendment will result in a change to the requirements as follows:

We agree to amend requirement 2.2.04 as follows: *The City Cost Index shall be applied to each applicable division used for the city closest to project location. These prices will be included in the "Total, include O & P" column for the applicable UPB, and will be used for project costing.*

This agreement supercedes any previous information or requirements regarding scope of work, 2.2 Pricing. This agreement is effective November 30, 2010.

Signature below indicates agreement to modifications as listed.

 dated 11/18/10
John Neuser
Pueblo Mechanical and Controls, Inc.

 dated 11/30/10
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

11/15/10 MSC/CAM



8/22/2011

Extension of Contract

(Page 1 of 2)

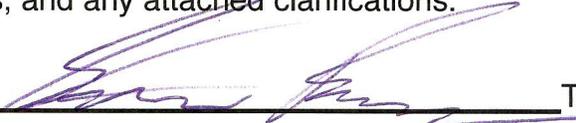
John Neuser
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one (1) year, beginning 9/2/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title General Manager

Typed/Printed Name Steve Barry Date 9/1/11

Please check the information below.

POs Att: Order Desk Pueblo Mechanical and Controls, Inc. 6771 E. Outlook Dr. Tucson, Az 85756	Remit to: Pueblo Mechanical and Controls, Inc. Accounts Receivable 6771 E. Outlook Dr. Tucson, Az 85756
--	--

Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048
Contract Administrator: John Neuser

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-PMAC2-0902 effective 9/2/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 2)

Pueblo Mechanical and Controls, Inc. 09D-PMAC2-0902

Pricing Update:

We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:

Our contract has fixed prices. We agree to hold the current prices until the next anniversary.

Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.

We will provide new catalogs by Jan 12 (insert date) See attached revised 2011 price proposal

I intend to provide pricing _____ (insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?
Yes. Our customers want the ability to receive "turn-key" energy efficiency projects that include lighting & plumbing in addition to HVAC; a packaged project is critical

What products or services in your contract support environmental protection and sustainability?

Refrigerant recapture/handling, metal recycling, and equipment recycling [all types]

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

We are licensed to install renewable solar hot water systems as well as energy efficient equipment

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

We are currently certified [Trade Ally and Energy Alliance] by TEP, SRP, and APS to install energy efficient HVAC equipment

What testing or certifications (such as LEED certification) do the products or services in your offer support?

We have a LEED Accredited member on staff; we also have worked on LEED certified buildings.

Any other "green" considerations we should make members aware of?

Members should consider high efficiency equipment whenever possible to include renewables such as Solar [PV & Hot Water] and wind



Design Build HVAC Specialists!



RFP 09D-0716
Job Order Contracting for Various Construction Trades

Pueblo Mechanical & Controls, Inc.

PRICE PROPOSAL

Name/Date of Unit Price Book:

**RS Means CostWorks
[Primary UPB]
Facilities & Mechanical
Cost Data**

**HVACR Price Guide
[Secondary UPB – parts/
equipment on listed in
primary UPB]**

***Note: Projects requiring Davis-Bacon wage rates receive an adjustment to comply with statutory requirements**

Pre-Priced Primary UPB Coefficients [RS Means CostWorks]:

Normal Business Hours [M-F 7am – 5pm]	.81
Other Hours [Weekends, holidays, etc.]	.91
Regional Coefficient Adjustments	Most current RS Means AZ City Cost Index (CCI)

Pre-Priced Secondary UPB Coefficients [HVACR Price Guide]:

Normal Business Hours [M-F 7am – 5pm]	.65 [List Pricing Column]
Other Hours [Weekends, holidays, etc.]	.75 [List Pricing Column]
Regional Coefficient Adjustments	Note: No CCI available with the HVACR Price Guide

RFP 09D-0716
Job Order Contracting for Various Construction Trades - HVAC

Special Pricing Items Not Priced in Primary [RS Means] and Secondary [HVACR Price Guide]:

Similar/Corresponding RS Means Equipment/Project **1.25**

NOTE: The use of this special pricing coefficient will only take place when the equipment is not listed in the primary or secondary UPS and will include a statement on the RS Means breakout clearly indicating that pricing is not available via UPBs.

Explanation Notes: Established coefficients represent the minimum realistic cost estimate to capture direct costs, overhead, and a sustainable profit. The coefficients represent project cost averages based on project audits from the last three years of utilizing the price book. A secondary UPB is listed to capture items not listed in the primary UPB [e.g. service parts, etc.]. Items not listed in the primary or secondary UPBs are priced utilizing similar items with a pricing coefficient of 1.25 and will only be used when pricing is not available from the primary and secondary UPBs.

Professional Services

Design Services [Mechanical/Electrical]	\$97.50/hr
Engineering Services	\$123.50/hr

Other Professional Services

Drafting [CAD] Design	\$78.50/hr
Architect	\$123.50/hr

Maintenance Services [based on hourly labor rates]

HVAC Centrifugal Absorption Tech	\$91.50/hr
HVAC Reciprocal Commercial Tech	\$87.50/hr
Pipefitter / Steamfitter	\$85.00/hr
Sheet Metal Installation	\$65.00/hr
Water Treatment	\$88.50/hr
General Labor	\$35.00/hr

Other Charges

100% Performance/Payment Bonds	1.25% of project cost
Meals and Incidental Expenses (M&IE)	Per AZ State rates
Transportation and Lodging	Per AZ State rates



Design Build HVAC Specialists!



Expedited Shipping

Mobilization

Direct Cost

**No additional charges
other than allowed as
pre-priced line items in
the UPB**

Other [print sets, permits, extra O&M manuals, etc.]

Direct Cost

RFP 09D-0716

Job Order Contracting for Various Construction Trades - HVAC

8/24/2010

Extension of Contract (Page 1 of 2)

Serving Arizona Since 1971

▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

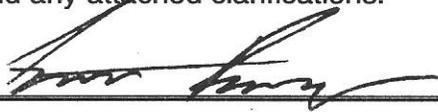
John Neuser
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one year (1) year, beginning 9/2/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title General Manager

Typed/Printed Name Steve Barry Date 9/1/10

Please check the information below.

POs Att: Order Desk
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

Remit to: Pueblo Mechanical and Controls, Inc.
Accounts Receivable
6771 E. Outlook Dr.
Tucson, Az 85756

Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048
Contract Administrator: John Neuser

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2010, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-PMAC2-0902 effective 9/2/2010, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

Pueblo Mechanical and Controls, Inc. 09D-PMAC2-0902

Pricing Update:

We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:

- Our contract has fixed prices. We agree to hold the current prices until the next anniversary.
- Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.
- We will provide new catalogs by Jan 11 (insert date) [when released by RS Means] Electronic
- I intend to provide pricing (insert date)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?
Yes. Our customers want the ability to receive a "turn-key" energy efficiency project that includes lighting/plumbing included with HVAC; a packaged project is critical
What products or services in your contract support environmental protection and sustainability?
Refrigerant recapture/handling, metal recycling, and equipment recycling (all types)

Identify the services in your contract generally accepted as environmentally friendly and sustainable:
We are licensed to install renewable solar hot water systems as well as energy efficient equipment

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?
We are currently certified [Trade Ally and Energy Alliance] by TEP, SRP, and APS to install energy efficient HVAC equipment

What testing or certifications (such as LEED certification) do the products or services in your offer support?
We have a LEED Accredited member on staff; we also have worked on LEED certified buildings

Any other "green" considerations we should make members aware of?
Members should consider high efficiency equipment whenever possible to renewables such as PV and Solar Hot Water.



Contract Amendment

STATE PROCUREMENT OFFICE

100 N. 15th Avenue

Suite 201

Phoenix, AZ 85007

Contract No. EPS060043-29

PAGE
1

ProcureAZ Change Order # 4

CONTRACT AGENCY:

Arizona State Procurement Office
100 N. 15th Avenue
Suite 201
Phoenix, AZ 85007

Contact: Maureen L. McGovern
Phone: (602) 542-9125
Email: maureen.mcgovern@azdoa.gov

CONTRACTOR:

Sentinal Technologies

CONTACT: *Jeff McCarthy*
Phone: 480. 820. 7141
Email: *jmcCarthy@sentinal.com*

CONTRACT IS AMENDED AS FOLLOWS:

As authorized per the approved Determination of Competition Impracticable, attached, the above referenced contract is extended. The current term of the contract expires July 15, 2011. The contract will be extended as follows.

- The contract term, for all users, is extended through September 30, 2011.
- The contract term, solely for eligible schools and libraries which have referenced this contract in making their application for e-rate funding, is extended through June 30, 2012.

This document, together with the approved Determination of Competition Impracticable, will be provided as an attachment to the contract.

Contractor should signify approval of this contract through the Change Order related to this matter, which is issued as a bilateral amendment through ProcureAZ.

ALL OTHER CONTRACT TERMS AND CONDITIONS SHALL REMAIN THE SAME.

CONTRACT AMENDMENT is executed as of date of CONTRACTOR APPROVAL through ProcureAZ.

Maureen L. McGovern *February 17, 2011*
Maureen L. McGovern, Senior Procurement Specialist; DATE

State of Arizona
Department of Administration
State Procurement Office
100 N. 15th Ave., Ste 201
Phoenix, AZ 85007

Date Received:

Procurement Determination: Competition Impracticable

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1.

Agency: State Procurement Office

Name: Maureen L. McGovern

Title: Senior Procurement Specialist

Phone: 602-542-9125

Fax: 602-542-5508

email: maureen.mcgovern@azdoa.gov

Subject Materials or Services: Networks Equipment and Services

Estimated Cost:

2. Provide full description of materials or services: Networks related products and services, strategic contract set EPS060043.

3. Provide justification:

The current contract set, EPS060043, expires July 15, 2011. A new solicitation is in development. The timing of the solicitation has been modified to accommodate the requirements of the Federal e-rate program benefiting Schools and Libraries eligible to use State of Arizona contracts.

It is necessary to extend the current EPS060043 contract set for all users through September 2011, by which time the solicitation for the replacement contract will have been completed. However, contract set EPS060043 must be extended through June 30, 2012 for purposes of schools and libraries who have submitted for e-rate funding support using the competed EPS060043 contracts as their named purchasing vehicle.

The proposed term extensions will enable the State to conduct its solicitation consistent with the timing requirements of the e-rate program to benefit eligible schools and libraries.

Note: In accordance with the Procurement Rules, the Arizona Uniform Terms and Conditions must be made a part of all contracts. If you will be required to sign a software licensing agreement or sign any other agreement containing terms and conditions, which will be made part of the final contract, you must receive prior approval from the Office of the Attorney General.

Approval of this request does not allow for agencies to exceed their dollar acquisition amount of delegated authority.

Procurement Authority

APPROVAL

Request Authorized Pursuant to: R2-7-E303

Request Denied:

Request Returned for Additional Information:

See Comments:

Approved by:

Signature: 

Title: 

Date: 

AGENCY NOTICE: This is your official written determination in response to your procurement authorization request. The original request shall be maintained in the State Procurement Office.

cc: Agency File

Contract

Solicitation # EPS060043-A4

Document Information

Type:	Supplier	Amendment:	Yes	Amend #:	3
Requisition #:	ADSM-6J7M3Y	Solicitation #:	EPS060043-A4	Contract #:	EPS060043-29-A3
PO Assigned:	Don Ellwanger/ADSM-5KAM9N	Date Completed:	11/06/2008		
PM Assigned:	Doug Milford/ADSM-5KAM9N	PA Assigned:	James Scarboro/ADSM-5KAM9N		
Supplier Name:	Sentinel Technologies Inc	Proposal #:	ADSM-6NZMKR-1		
Gov't Entity:	Arizona State Procurement Office	Type:	Statewide		
Process Status:	Complete	Status:	Complete		
Total/Not to Exceed	0	External Contract:			
Cost:					

Contract Information

NOTE: As a State Agency, you are only allowed to use contracts that are either Statewide Contracts or contracts that are assigned to your Agency. You are not allowed to use other Agency Contracts.

Start Date:	7/1/09	End Date:	6/30/10
Term:	1 Year(s)	FOB:	As specified
Payment Terms:	n/a	Delivery:	0A.R.O. Days
Contract Extension Allowed		Max Extension:	2 Year(s)

Amendment Information

AMENDMENT NO. 3:

In accordance with this Contract's Terms and Conditions under Amendments and due to certain preprogrammed limitations within SPIRIT that preclude a more precise adjustment of its Contract Information date functions (i.e., Start Date, End Date, and Term), this Contract is hereby amended as follows:

A. Revise Contract's current End Date from July 16, 2009, to July 1, 2009; and,

B. Extend Contract's Term from July 1, 2009, through June 30, 2010.

1. That extension will align the Contract's Term with the USAC funding year cycle (July 1 to June 30) for the Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate." Note that the Universal Service Fund is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access.

2. The State has filed the appropriate form (see USAC Form 470 in Attachments below) to effect the E-Rate availability for those schools and libraries that have permitted use of this Contract.

C. Compliance Requirements for A.R.S. § 41-4401, Government Procurement; E-Verify Requirement

1. The 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. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.)

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the

contractor or subcontractor is complying with the warranty under paragraph C.1. (above).

D. Administrative Fee

Upon written notice from the Procurement Officer, the Contractor shall begin assessing administrative fees in the amount of one percent (1%) of all sales occurring under the contract, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under the contract. All administrative fees shall be remitted to the State Procurement Office, at 100 N. 15th Avenue, Suite 104 Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms and conditions set forth in this Contract not amended hereby shall remain unchanged and in full force and effect.

Contract Reassignment

N/A

Contractor Amendment Approval

Contract Amendment approved by Brad Faubion/000001678 (11/5/08 17:28:59)

Solicitation Information

Title: NETWORKS, EQUIPMENT AND SERVICES

Type: RFP

Description:

NETWORKS, EQUIPMENT AND SERVICES

Contract

Solicitation # EPS060043-A4

Special Instructions

Additional Special Instructions

Offerors shall see the Attachments within the Solicitation for Additional Special Instructions associated with this Solicitation. Disregard all other Instructions and Terms and Conditions within this document as the valid Instructions and Terms and Conditions are detailed in the following two documents located in the Solicitation Attachment section.

EPS060043, Instructions for Proposal.doc

EPS060043, Terms and Conditions

Federal Immigration and Nationality Act 2

By signing of the offer, the offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

Offshore Performance of Work

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

Proposals: SPIRIT Submission Requirement

In accordance with the Uniform Instructions 3.1, Forms: No Facsimile, Telegraphic or Electronic Mail Offers; proposals to this solicitation shall be submitted in an acceptable electronic format, as described herein, using the State's online eProcurement application SPIRIT. Submission of offers by means other than the SPIRIT system will not be accepted. Potential offerors with questions in this regard shall contact the State Procurement Office prior to the solicitations due date and time.

Contract

Solicitation # EPS060043-A4

Special Terms and Conditions

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Contract

Solicitation # EPS060043-A4

Uniform Instructions

- 1 Definition of Terms**

As used in these Instructions, the terms listed below are defined as follows:
- 1.2 Contract**

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 of Scope of Work; the Offer and any Best and Final Offers, and any Solicitation Amendments or Contract Amendments and any terms applied by law.
- 1.3 Contract Amendment**

a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 Contractor**

any person who has a Contract with the State
- 1.5 Days**

calendar days unless otherwise specified.
- 1.6 Exhibit**

any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation
- 1.7 Offer**

bid, proposal or quotation.
- 1.8 Offeror**

a vendor who responds to a Solicitation.
- 1.9 Procurement Officer**

the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 Solicitation**

an Invitation for Bids ('IFB'), a Request for Proposals ('RFP'), or a Request for Quotations ('RFQ').
- 1.11 Solicitation Amendment**

a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.12 Subcontract**

means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.13 State**

the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 Inquiries**

Inquiries
- 2.1 Duty to Examine**

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 Solicitation Contact Person**

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries**

The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness**

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal Responses**

An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the

solicitation.

2.6 Solicitation Amendments

The Solicitation shall only be modified by a Solicitation Amendment.

2.7 Pre-Offer Conference

If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

2.8 Persons With Disabilities

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 Offer Preparation

Offer Preparation

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers

Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicates otherwise.

3.2 Typed or Ink; Corrections

The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions

All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected. [ALL]

ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts

Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

3.7 Solicitation Amendments

Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.

3.8 Federal Excise Tax

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.9 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.10 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with

appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.11 Identification of Taxes in Offer

The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.12 Disclosure

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.13 Solicitation Order of Precedence

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- 3.13.1 Special Terms and Conditions;
- 3.13.2 Uniform Terms and Conditions;
- 3.13.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors;
- 3.13.8 Uniform Instructions to Offerors.
- 3.13.9 Other documents referenced or included in the Solicitation.

3.14 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

4 Submission of Offer

Submission of Offer

4.1 Sealed Envelope or Package

Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record

All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4.4 Non-collusion, Employment, and Services

By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5 Evaluation

Evaluation

- 1. Equipment and Desirable Technical Requirements
- 2. Capacity of Offeror
- 3. Cost
- 4. Conformance to Terms & Conditions and to Scope of Work
- 5. Compliance with Submittal information

5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes

Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.4 Disqualification

An Offeror (including any of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.5 Offer Acceptance Period

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.

5.6 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.6.1 Waive any minor informality;

5.6.2 Reject any and all Offers or portions thereof; or

5.6.3 Cancel the Solicitation.

6 Award

Award

6.1 Number or Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, 'all or none' Offers shall be rejected.

6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date

The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

7.1 The name, address and telephone number of the protester;

7.2 The signature of the protester or its representative;

7.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.5 The form of relief requested.

8 Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

Contract

Solicitation # EPS060043-A4

Uniform Terms and Conditions

- 1 Definition of Terms**
As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 Attachment**
any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract**
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.
- 1.3 Contract Amendment**
a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 Contractor**
any person who has a Contract with the State.
- 1.5 Days**
calendar days unless otherwise specified
- 1.6 Exhibit**
any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 Gratuity**
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.
- 1.8 Materials**
all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 Procurement Officer**
the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 Services**
the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 Subcontract**
any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 State**
the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 State Fiscal Year**
the period beginning with July 1 and ending June 30,
- 2 Contract Interpretation**
Contract Interpretation
- 2.1 Arizona Law**
The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms**
Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence**
In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties**

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract Administration and Operation

Contract Administration and Operation.

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ('Intellectual Property'), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s).

Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

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.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 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.

4.5 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:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract Changes

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 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only 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.'

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41–621 and § 35–154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions–intervention–acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified–return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

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 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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 Year 2000

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination

7.7.1 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.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

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, 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 after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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. The Procurement Officer 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 Contract Termination

Contract Termination

9.1 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

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 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 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).

Contract
Solicitation # EPS060043-A4

Offer

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Tax Information

Arizona Transaction (Sales) Privilege Tax License No. N/A
Federal Employer Identification No. XXXXXXXXXX

Location Information

Supplier Number: 1678
Company Name: Sentinel Technologies Inc
Address: 1241 W Warner Road
 Suite 112
 Tempe , AZ 85282

Signature

Name: Cassandra Dobrzenski Date: 7/12/06 8:59:51
Title: Associate Solutions Architect
Signature: _____

Status: Accepted

Certification

By Accepting below, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization [is not] a small business with less than 100 employees or has gross revenues of \$4 million or less.

Acceptance

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. Entry not found in index. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Award Date TBD

Contract

Solicitation # EPS060043-A4

Line Items

LI #	CM Code # CM Code Item #	Commodity Code Description Commodity Code Item Description	Manufacturer	Pricing	Qty	%	Unit Price	Ext Price
1	0206-0064 0206-0064-0001	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc. Network Equipment, Local Area - LAN, Wireless.		FP	0		\$0.00	\$0.00



Offer and Acceptance

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADDO/SPD)
Customer: WSCA participating states / AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

OFFER

OFFER TO THE STATE OF ARIZONA: The undersigned hereby offers and agrees to furnish the material, services, and labor in compliance with all terms, conditions, specifications and amendments in the invitation and any addendum or extension of offer.

Arizona Transaction Privilege (Sales) Tax License No. 22-3009548

Federal Employer Identification No. 22-3009548

SHI International Corp.

Company Name

[Signature]

Signature of Authorized Agent of the Company

33 Knightsbridge Rd.

Address

Wolke Costello

Printed Name

Fiscalway NJ 08854

City

State

Zip

Contracts Specialist

Title

Phone: 732-585-5904

E-Mail: Katie.Okane@shi.com

Facsimile: 732-585-5905

Web Site: www.shi.com

Delivery and installation is promised within 5-10 calendar days after receipt of an order. If payment is made within days after receipt of goods and services, the buyer is entitled to a discount of % on the above-listed price(s).

ACCEPTANCE

ACCEPTANCE OF THE OFFER: The offer, in full acceptance of the invitation, is now bound to sell the material, services, and labor stated herein, contract and based upon the conditions including all terms, conditions, specifications and amendments in the invitation and any addendum or extension of offer as accepted by the State.

Contract No. AD.SPD 11-00000358-3

Contract Award Date 6/3/11

[Signature]

Signature of Authorized Procurement Officer

Shay L. Trusalks

Printed Name

Sp. Procurement Officer

Title



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

1 INTRODUCTION

1.1 Purpose The State Procurement Office of the Arizona Department of Administration is requesting proposals, on behalf of the State of Arizona and the Western States Contracting Alliance (WSCA), from software value-added resellers to provide distributed software and related services.

1.2 Introduction and Background

WSCA was formed in October 1993. The purposes of WSCA are to establish the means by which participating states may join together in cooperative multi-state contracting, to ensure the commitment of each participating state, and to provide regular and ongoing assistance to participating states in researching, developing, and administering procurement and contractual specifications and requirements. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO). The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services. WSCA membership consists of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information, and cooperate to attain greater efficiency and economy.

This is the first solicitation conducted under the auspices of WSCA for software value-added reseller (SVAR) products and services.

We anticipate multiple awards resulting from this solicitation. The State of Arizona, as Lead State, will conduct the solicitation and will execute a Master Price Agreement (MPA) with awarded offerors on behalf of the State of Arizona and the participating states. Individual participating states will select an MPA contractor and execute a Participating Addendum (PA) with each MPA contractor they select individually to establish the authorization for the MPA contractor to provide the products and services per the MPA and PA in that State. Individual states are not required to enter into a PA with all awarded MPA contractors. Some states may elect to enter a PA with only one MPA contractor; other states may elect to enter into multiple PA's.

1.3 Goals and Objectives. The goal of this solicitation is to contract with software value-added resellers who would provide distributed software and related services to eligible users of the resulting contracts. The objectives are to contract with successful offerors who are authorized resellers of distributed Commercial Off-the-Shelf (COTS) software for identified key software publishers as well as being sellers of general distributed software (non-specified publishers). In addition to selling software, and selling maintenance and support agreements for new and previously-purchased software, the Reseller would provide related services to include, but not be limited to, tracking licenses (new and existing), monitoring volume levels and opportunities, training, implementation, and consulting. The Reseller would also work in conjunction with the WSCA/NASPO personal computers, servers/storage, printers, and peripherals contracts, or a participating state's equivalent contracts, as may be required by the individual states, to provide their best reasonable effort to see ensure that software licenses for delivered computing hardware are purchased and tracked through this contract.

1.4 Definitions

- "Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.
- "Contracts" means a Master Price Agreement (MPA) executed between the Offeror and the State of Arizona on behalf of WSCA as a result of this solicitation, and a Participating Addendum (PA) executed between an MPA contractor and an individual participating State. For example, under this contract, a contractor with the State of Arizona would have an executed MPA and an executed PA with Arizona.
- "Commercial Off the Shelf or COTS" means software products that are ready-made and available for sale to the general public. COTS products are designed to be implemented easily into existing systems without the need for customization, also referred to as 'distributed software'.
- "End-User License Agreement" or "License Agreement" is a legal contract between the manufacturer (publisher) and the end user of an application that details how the software can and cannot be used.



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- "Non-perpetual licenses", or subscription licenses, are temporary and provide the right to use a particular licensed product until the end of the license-agreement term.
- "Perpetual licenses" are everlasting and valid if the software is being used in accordance with the license-agreement requirements.
- "Publisher" means a software manufacturer (e.g., Microsoft).
- "Reseller" or "Contractor" means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA) contract.
- "Reseller Cost" means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating Entity. Reseller Cost should not include any administrative or other mark-up costs.
- "Software" means the computer program, including media and associated documentation.
- "Software Licensing" means allowing an individual or group to use a piece of software.
- "Software Maintenance and Support" means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
- "Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating Entity's total expected purchasing over a period of time is considered in establishing the discount level.

2 SCOPE OF CONTRACT

The scope of any contract resulting from this solicitation includes the purchase of licenses for distributed software products through a software value-added reseller. The Reseller would also provide maintenance agreements for software licenses, whether those licenses were purchased under this agreement or are previously-purchased licenses. Reseller will provide services related to the sale and management of distributed software licenses.

3 GENERAL REQUIREMENTS – Products

Software Value-Added Reseller ("Reseller") shall be a large account reseller authorized to sell products direct from key software publishers. If the Reseller is not a direct reseller of a publisher, and the publisher does sell through a distributor, the Reseller would purchase software products through a distributor. The Reseller would be responsible for providing Commercial Off-the-Shelf-Software (COTS) and COTS software maintenance packages on behalf of Participating Entities. Reseller would honor an existing individual Participating Entity's volume or enterprise license agreements, and offer maintenance and support packages on licenses already owned by the Participating Entity. As this is a multi-state solicitation, and potential participants would include not only state governments but also their cooperative partners, volume is indefinite but expected to be considerable. The Reseller is expected to continue to work towards reducing their Reseller Cost, especially from the specific publishers identified in this solicitation (Itemized Publishers). Users envision pricing that is significantly better than Publisher's list price. Reseller will provide services directly related to these products such as: communicating channel partner status with publishers, retaining or enhancing reseller certifications with software publishers, negotiating for reduced Reseller Costs, and assisting with basic software installation. As may be required by a Participating Entity, Reseller would work with WSCA/NASPO computing equipment contractors, or a Participating Entity's comparable computer hardware contractor, to make their best reasonable effort to see ensure that any software acquired under those contracts can be tracked through this contract.

4 SPECIFIC REQUIREMENTS – Products

- 4.1 **Most Current Version.** Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Authorized Purchaser specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.
- 4.2 **Product Offerings.** Reseller will provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by participating state, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the participating state. The online catalog shall provide an expansive list of products allowed per the contracts, particularly those products of itemized publishers.



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

4.3 Product Acquisition

- 4.3.1 Volume License Agreements (VLA). The Reseller will honor existing Participating Entity's VLA with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a State, and if so required by the State, the Participating Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that State or Participating Entity. If so required by the Publisher and Participating Entity, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Participating Entities' Enterprise or Volume Agreements. Reseller will work with Participating Entities and Publishers as needed to establish new VLAs. Details of individual VLAs, including copies of any VLA, may be included in individual states' PA. The Reseller will work with the Publisher and Participating Entity as necessary to ensure the Participating Entity receives timely and pertinent license information, such as for license or agreement renewals, or opportunities based on actual volume.
- 4.3.2 Individual Software Licenses. Participating Entities can purchase Individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.
- 4.3.3 Leases. Lease purchase and term leases are allowable only for Participating Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.
- 4.3.4 Software Maintenance Agreements. Participating Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a user's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.
- 4.4 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Itemized Top Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.
- 4.4.1 Itemized Highest Volume Publishers (Highest Volume, Itemized Lines). The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating Entity's enterprise or high volume agreements with a publisher. It is most desirable that Resellers are certified direct resellers for publishers in this category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.
- 4.4.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating Entity's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher.
- 4.4.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. It is not anticipated that there would be any Enterprise or volume agreements in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the Procurement Officer and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category.



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
 State Procurement Office (ADOA/SPO)
 Customer: WSCA participating states; AZ Statewide
 (state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

KEY ITEMIZED PUBLISHERS – certification as direct reseller required or highly desirable	OTHER ITEMIZED PUBLISHERS– certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate.	OTHER ITEMIZED PUBLISHERS– Continued
Microsoft Adobe IBM Symantec McAfee Intel VMWare CA (Computer Associates) Quest SAP Business Objects Checkpoint TrendMicro BMC Commvault RedHat	Al Squared Apple Attachmate Autodesk Bakbone Barracuda Corel Cisco Citrix Compuware Doubletake EMC Enchoice ESET ESRI Freedom Scientific Guardian Edge GW Micro ICM Conversions HP HumanWare Hummingbird Exceed Information Builders Kronos Software LANDesk Laserfische Lotus Microfocus, Inc. Mindjet MPS MQSoftware nCircle Novell Nuance	Oracle OSAM Passport Patchlink Proofpoint SAS Solutions Software Sophos Splunk Software Stellent SunGard Sybase Techsmith Titus Ultrabac Websense
		NON-ITEMIZED PUBLISHERS – One 'not to exceed' rate for all other products



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

4.5 Software Publishers, General Representation.

- 4.5.1 Excluded Software Publishers. The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the Procurement Officer or designee of any Excluded Software Publishers and provide explanations for the non-representation.
- 4.5.2 Expanded Representation. The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers. If the Reseller's certification or reseller status is reestablished at a higher level, the Reseller is required to notify the MPA and individual PA Procurement Officers in writing explaining the change and any impact on their costs to obtain the product or services they may provide.
- 4.5.3 Continued Representation. The Reseller is expected, at a minimum, to maintain their reseller certification levels held at time of award. If the Reseller's certification or reseller status is withdrawn or reduced, the Reseller is required to immediately notify the MPA and individual PA Procurement Officers in writing explaining the change, the impact on their costs to obtain the product, or limitations on the products or services they may provide, and the reasons for the change. Failure to notify, or significant negative changes in their reseller status, may be grounds which individual States may use to suspend or cancel their PA.

4.6 Product Delivery and Returns

- 4.6.1 Media. The Reseller shall work with Participating Entity to provide media via any method available and as requested by the Participating Entity including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.
- 4.6.2 Delivery Period. Reseller to provide delivery within ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller, such as product out of stock. If delivery cannot be within this time frame, Reseller is to notify Participating Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Participating Entity, the order can be cancelled without penalty.
- 4.6.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating Entity by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating Entity. If overnight delivery is not requested, all replacement products must be received by the Participating Entity within seven (7) days of initial notification.
- 4.6.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Participating Entity has ordered expedited shipment. For expedited shipment, Participating Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

4.7 License Confirmations

- 4.7.1 Proof of License. For licenses ordered under the contract by authorized purchasers, Reseller shall be able to provide either: (i) certified Licensing Confirmation Certificates for all software licenses; (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or (iii) a written confirmation from the Reseller or Publisher accepting the Eligible Participating Entity's contract or purchase order as proof of license. The form of Proof of License provided must be acceptable proof to the Publisher and in the format as requested by the purchaser. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as requested by the Participating Entity. Reseller will retain an electronic file of Participating Entity's Proof of Licenses and provide copies to the Participating Entity as requested.
- 4.7.2 Hardware/Software Coordination – Reseller shall work with Participating Entity and any computer hardware contractor to provide their best reasonable effort to see ensure that license confirmation documents for any distributed software provided with those machines is provided to, and tracked by, the Reseller as consistent with this contract.



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

~~4.8 Product Upgrades and/or Patches. Reseller shall notify Lead State and Participating Entities in writing of any changes in product, product version, or product enhancements for any of the itemized Publishers. This notification shall be made to the MPA Procurement Officer and the PA Procurement Officers as soon as possible but no later than 20 days before implementation. Such information should also be posted on the state web sites.~~

4.8 **Product Installation Assistance.** If the Participating Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight business hours of being informed of the problem. If the installation issue is more complicated, such as an installation requiring limited configurations, Reseller may quote the total cost for services (estimated time, not to exceed contract hourly rates.) If installation or configuration requires the services of the publisher or designee, the Reseller may assist the Participating Entity in developing a separate agreement between the Participating Entity and the publisher or designee for that purpose.

5 GENERAL REQUIREMENTS – Services

In addition to the services directly associated with the receipt of product under this Scope, the Reseller will provide services related to the selection, purchase and management of distributed software. These services include, but are not limited to, development and maintenance of participating state websites, price quotes, license tracking and management, volume license agreements, software installation/ de-installation/ implementation assistance, software advisement, training, and software maintenance and support. The Reseller is expected to support the Participating Entities in getting best value from software decisions, providing information and advice regarding software and representing the State's interests in negotiating with software publishers.

6 SPECIFIC REQUIREMENTS – Services

6.1 **Develop and Maintain Website.** For each participating state, Reseller shall develop and support a website specific to that State, with content approved from the Contract Procurement Officer and/or State Procurement Officer as appropriate based on content. This web site information shall be available through the Internet without the use of additional software or licenses. Website should be user friendly to allow for quick and easy access and use. Reseller should provide web-based training regarding use of website at no additional cost, and online, email, or telephone help should be available to assist during State's standard working hours. Website must be available 24 x 7, except for scheduled maintenance and be ADA compliant. No costs or expenses associated with providing this information shall be charged to the States. Universal Resource Locator (URL) for the website must be supplied to the participating state and the contract Procurement Officer within 60 days of the execution of the PA. The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.

6.1.1 **Contract and General Information.** The website will provide contract and ordering information to include, at a minimum: the contract number(s) (MPA and PA); the Reseller contact names and titles, including primary contact and contacts to whom incidents could be escalated; areas of responsibility for each contact name as well as their phone numbers and email addresses; information on use of website; quote and ordering information; and notifications regarding publishers and products, such as pending key product changes or upgrades.

6.1.2 **Online Catalog.** The website will provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Non-authorized products or groups of products shall either not be viewable on the website or shall be clearly marked as excluded products. Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information must include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses

6.1.2.1 **Product Searching Capability.** At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.

6.1.2.2 **Online Product Quotes.** Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Authorized Purchaser should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

better price has been offered and is being placed online. Website should have capability to track all quotes by Authorized Purchaser and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Authorized Purchasers to provide shipping instructions. Authorized purchasers can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's PA.

- 6.1.2.3. **User Differentiation.** Catalog should be designed so as to provide a means to identify the using Participating Entity (state agency or eligible cooperative partner). This method used must not require any administrative tasks on the part of the contract Procurement Officer for the MPA, the Procurement Officer for the individual PA, or for the Participating Entity. Website should allow users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 6.1.3 **Online Reports.** Website shall have capability to provide order history, as well as order status and order tracking.
- 6.1.4 **Other.** Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.
- 6.2 **Price Quote, General.** Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Authorized Purchaser, for example on a high volume single order, Reseller will negotiate to reduce Reseller Cost, to pass on savings to the Participating Entity. Firm individual order quotes shall be provided to Authorized Purchaser prior to order submittal.
- 6.2.1 **Telephone or Email Quote Support.** Reseller must accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller must provide written quotes by fax, email or online as requested by the Participating Entity.
- 6.2.2 **Quoted Delivery Method.** The quote must clearly indicate the method of delivery, whether via media, download, or some other means.
- 6.2.3 **Timely Quotes.** Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within 24 hours but no more than three business days. If, after three business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller must contact the Participating Entity with a status report. The Reseller and the Participating Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within 10 days of the request for quote, the Contract must provide a written statement (email is sufficient) to the Participating Entity, and the procurement officer as may be required under the PA, that the Reseller cannot supply the software, and the reason why.
- 6.2.4 **Guaranteed 30 Day Quote.** Reseller is required to honor all quotes for 30 calendar days. If it is known that a price increase will occur during the 30 calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.
- 6.2.5 **Sales Promotion.** The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the Procurement Officer. The request should include: the product or product groups, the promotional price as compared to the standard price for the product or product groups, and the start and end dates of the sales promotion. Procurement Officer's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion.
- 6.3 **License Tracking and Management.** Reseller must have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract. Reseller must also have the capability of keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by Participating Entity. Reseller shall work with Participating Entity, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. States may choose to award



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.

- 6.4 Volume and Enterprise License Agreements.** Reseller will work directly with Authorized Purchasers in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for Master Agreement reporting purposes. If a State elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the State's VLA required sales levels to ensure the Participating Entity does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments).
- 6.5 Software Installation/Implementation Assistance.** Reseller shall provide, at no additional cost, assistance or advice in basic installation or implementation of COTS software.
- 6.6 Software Advisement.** Reseller will provide, at no additional cost, advice relative to software. Examples of such advice would be: in selecting appropriate software; in explaining Volume License Agreements with complicated rules; in determining the most cost-effective buying strategies; in ensuring that Participating Entity is in compliance with licensing requirements; and in finding software options to meet a specific need, for example, a flow-charting package.
- 6.7 Training.** Reseller will provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary training should be provided as needed.
- 6.8 Software Maintenance and Support.** Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.
- 6.9 Software Updates.** Users are eligible to receive from the publisher, ~~The Reseller shall provide~~, at no additional charge, all new releases and updates of the software while under a maintenance agreement. Release shall be defined as any collection of enhancements or updates which the ~~Reseller~~ Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the User as necessary to facilitate or help the User in obtaining such releases or updates from the Publisher.
- 6.10 Customer Service and Representation**
- 6.10.1 Dedicated Representation and Timely Response.** Reseller shall provide a dedicated representative for each participating state. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the Procurement Officer. Reseller must commit to returning phone calls or responding to emails within two business days.
- 6.10.2 Problem Escalation.** The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.
- 6.10.3 Product purchasing trends.** The Reseller will speak with MPA Procurement Officer and sourcing team quarterly to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.
- 6.10.4 Customer Satisfaction/ Reseller Performance Standards.** See clause entitled, 'PERFORMANCE STANDARDS'.
- 6.10.5 Contract Reviews.** Reseller is expected to conduct quarterly reviews of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and to present the information to the Master Agreement Procurement Officer. At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PA Procurement Officer. All awardees under this contract shall meet once a year with the Master Agreement Procurement Officer and sourcing team to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract. Reseller is expected to conduct a customer satisfaction survey and an audit prior to this discussion and be prepared to discuss the results, and provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

price for that item. Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating Entities. In a renewal year, the annual review will take place prior to contract extensions.

6.11 Interactions with Software Publishers

- 6.11.1 *Best Interests of Participating Entities.* Reseller would represent the best interests of the Participating Entity in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.
- 6.11.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller Participating Entity as requested to arrange for implementation, customization, training, support, maintenance and other software related services which may be required directly from the software publisher or designee under a separate agreement.

6.12 Consulting/ Industry Information

- 6.12.1 *Product Pre-Sale Advisement.* The Reseller shall assist the Participating Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations. There shall be no charge for these services.
- 6.12.2 *Best Approaches.* The Reseller will act as liaison between the Participating Entity and individual publishers in identifying best approaches and cost savings opportunities for the Participating Entity.
- 6.12.3 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to user licensing ~~es such as product or maintenance changes or discontinuation, new product versions, product enhancements, or technical issues,~~ the Reseller should assist Users by ~~shall be required to posting the information on the state websites. , notify the MPA and PA Procurement Officers in writing, and work with the Procurement Officer(s) on recommended actions, as necessary.~~
- 6.13 **Transitioning License Tracking Information at Contract Termination.** The license information data acquired and retained by Reseller will be stored as sortable datafields so the license information can be transferred to a new system upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

6.14 Reporting

- 6.14.1 *Standard reports.* Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.
- 6.14.2 *Online reports -* The Software Reseller shall be able to provide online, real time, reporting capabilities through the Internet using established state website. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the user agency to create custom reports. The requesting Participating Entity shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating Entity, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.
- 6.14.3 *Custom reports.* Reseller may develop and provide custom reports as an optional service at a pre-quoted estimated total amount, at established hourly contract rates.



Statement of Work

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

- 7 **OTHER VALUE-ADDED SERVICES.** Offeror may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the Procurement Officer, would be added to the final awarded contract.
- 8 **EXCLUDED PRODUCTS AND SERVICES.** This contract is intended for the acquisition of distributed, commercial off the shelf software. It is not intended for the purchase of custom software applications. Individual PA's may further limit the scope of this contract.
- 9 **STATE SUPPORT.** No support, facility space, materials, special access, personnel or other obligations on behalf of the states, other than payment, are required under this contract.
- 10 **PERFORMANCE STANDARDS.** Offerors are requested to propose viable performance standards which the Offeror suggests as standards which best demonstrate the effectiveness of a Reseller in meeting the requirements of this contract, providing cost-savings solutions, and realizing a high level of customer satisfaction. The Standards agreed to would be added to the final awarded contract(s).



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: **WSCA Software Value-Added Reseller**

1 DEFINITION OF TERMS. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.

"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.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

2 CONTRACT INTERPRETATION

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order (a) Special Terms and Conditions; (b) Uniform Terms and Conditions; (c) Statement or Scope of Work; (d) Specifications; (e) Attachments; (f) Exhibits; (g) Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

3 CONTRACT ADMINISTRATION AND OPERATION

- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 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.



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

- 3.11 **Scrutinized Businesses.** In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4 COST AND PAYMENTS

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** 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.
- 4.3. **Applicable Taxes.**
- 4.3.1. **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 **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.
- 4.5 **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: (a) accept a decrease in price offered by the contractor; (b) cancel the Contract; or (c) cancel the contract and re-solicit the requirements.

5 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 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 RISK AND LIABILITY

6.1. **Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification.

6.2.1 **Indemnification – Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Indemnification – Public Agency Language Only.** 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 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.3 **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; (b) late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or (c) inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.4 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

7 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 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be: (a) of a quality to pass without objection in the trade under the Contract description; (b) fit for the intended purposes for which the materials are used; (c) within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; (d) adequately contained, packaged and marked as the Contract may require; and (e) conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 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 Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 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.** The State may, at any time, by written order to the Contractor, 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 after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer 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.



Uniform Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies & cooperative partners)

Description: WSCA Software Value-Added Reseller

9 CONTRACT TERMINATION

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 **Termination for Default.** 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.
- 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.
- 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 **CONTRACT CLAIMS.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **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).
- 12 **COMMENTS WELCOME.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO0)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

- 1 **DEFINITIONS for ProcureAZ terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- "Actual Cost"** means the total value of all items and their extended quantities.
- "Alternate Id / Alternate ID"** is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.
- "Attachments"** means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.
- "Buyer"** means procurement officer.
- "Catalog ID"** is an optional data field and means an identification number to signify a group of related contracts.
- "Contact Instructions"** means the contact information for the procurement officer.
- "Control Code"** is an optional field and means an identification characteristic of the contract.
- "Days ARO"** means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
- "Department"** means the customer for whom the solicitation or contract was conducted for.
- "Discount %"** is an optional field and means the standard discount applied to all items.
- "Entered Date"** means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.
- "Fiscal Year"** means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.
- "Freight Terms"** means how freight will be charged under the contract.
- "Header Information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.
- "Item information"** means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.
- "Location"** means the specific customer, within the department, for whom the solicitation or contract was done.
- "Master Blanket/Contract Begin Date"** means the date that the contract starts.
- "Master Blanket/Contract End Date"** means the date that the contract ends.
- "Master Blanket/Contract End Date (Maximum)"** means the date that the contract may be extended through if all allowable term extensions are exercised.
- "Master Blanket/Contract Vendor Distributor List"** means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.
- "Master Blanket Purchase Order"** means the contract, indicating that the contract will be in effect over a stated period of time.
- "Minor Status"** is an optional data field and means a type of status indicator of the contract in ProcureAZ.
- "Organization"** means the state agency under whose authority the solicitation or contract was conducted.
- "Payment Terms"** means the period of time that payment is due after receipt of an accurate invoice.
- "Pcard Enabled"** is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.
- "PO Acknowledgement"** means the list the notifications to the contractor and their acknowledgements of these notices.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPOO)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

"PO Type" means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

"Print Dest Detail" is an optional data field and means a print format applicable to orders under the contract.

"Print Format" means the format of the solicitation or contract print output.

"Project No." is an optional field and means an identification characteristic of the contract.

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

"Receipt Method" means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

"Release Number" means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero "0" release number.

"Release Type" means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

"Shipping Method" means the method of shipping to be used under the contract.

"Shipping Terms" means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

"Short Description" means the contract's title.

"Status" means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

"Tax Code", if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

"Type Code" means the category of customers that may use any resulting contract(s), e.g., Single-Agency, Multi-Agency or Statewide.

"Vendor" means contractor.

2 OTHER DEFINITIONS

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

"MPA Contractor" means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Price Agreement.

"Master Price Agreement" or "Master Agreement" means the underlying agreement, executed by and between the Lead State, as WSCA contract manager, acting on behalf of the Western States Contracting Alliance (WSCA), and the Contractor, as now or hereafter amended.

"Participating Addendum" means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity's specific language or other requirements, e.g., ordering procedures specific to the Participating Entity, other terms and conditions.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPOO)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

3 CONTRACT ADMINISTRATION

- 3.1 Contract.** The contract includes the Master Price Agreement executed between the MPA Contractor and the State of Arizona, as Lead State on behalf of WSCA, as a result of this solicitation, and a Participating Addendum executed between an MPA contractor and an individual participating State.
- 3.1.1 Master Price Agreement (MPA) or Master Agreement.** The MPA shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the MPA Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 3.1.2 Participating Addendum (PA).** An individual participating state may execute an individual PA with one or more MPA Contractors. The PA will be administered by the Participating State, in conjunction with the Lead State.
- 3.1.3 Order of Precedence.** Any conflict in terms between the MPA and the PA shall be resolved by giving priority to the terms of the PA. In their PA, an individual state may establish their Order of Precedence for conflicting terms in the different sections of their contract.
- 3.2 Participation.** Use of a WSCA cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona, this contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 3.3 Estimated Quantities.** WSCA and the State of Arizona anticipate considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor. The Contract shall be on an as needed, if needed basis.
- 3.4 Contract Type.** The Contract shall be Firm Fixed Price, with firm pre-order quote based on the Contractor rates.
- 3.5 Contract Term.** Pursuant to Arizona law, the term of the Master Agreement shall be effective upon the date of final execution by the State of Arizona, and shall continue for a period of two (2) years from the date of the executed Master Agreement unless terminated, cancelled or extended as otherwise provided herein. The term of the individual Participating Addendum (PA) shall be effective upon the date of execution by the individual state, unless the individual state establishes a different effective date. Termination dates of an individual PA shall be the same as that of the Master Agreement unless terminated, cancelled or otherwise provided in the PA.
- 3.6 Contract Extensions.** By mutual written contract amendment, the MPA may be extended for three (3) one-year periods or a portion thereof for a total contract term not to exceed five (5) years. Unless otherwise established in the PA, the term of the PA will automatically be extended with the extension of the term of the MPA. No PA can be extended beyond the term established in the MPA.
- 3.7 Scrutinized Business Operations.** Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.
- 3.8 E-Verify.** The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO0)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

contract and the Contractor may be subject to penalties up to and including termination of the contract. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.

- 3.9 Pandemic Contractual Performance.** The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

- 3.10 Electronic or Information Technology.** Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

4 CONTRACT OPERATION

- 4.1 Contract Release Orders.** Any services to be furnished under this contract shall be ordered by issuance of orders by the Participating Entity. Such orders may be issued from effective date of contract award. All orders are subject to the terms and conditions of this contract. All orders shall cite the contract numbers, that is, the number of the MPA and PA.

- 4.2 Ordering Process.** Any products or services to be furnished under this contract shall be ordered by issuance of orders, following receipt of a firm quote as required in the Statement of Work, by the Participating Entity. Individual PA's may modify these, or provide other requirements of an individual state for placing an order. Contract releases or purchase orders are those that are issued by an Authorized Purchaser (defined in the Statement of Work) in any of the following forms:

- Hard copy, one time only or blanket (term type)
- Electronically transmitted through facsimile equipment
- Electronically transmitted as an e-mail attachment
- Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
 - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items
 - Use of such systems shall be at the sole discretion of the Participating Entity and all costs associated with set-up, maintenance and support shall be borne by the Contractor.
- Electronically through Participating Entity's p-card program.

- 4.3 Order Acknowledgement.** Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

- 4.4 Billing.** Contractor shall include both the Master Agreement number, and the appropriate PA reference number on invoices.

- 4.5 Travel.** When requested, in writing, from the Participating Entity to perform work that requires overnight accommodations, the Participating Entity will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to that Entity or as otherwise defined in their PA. The Contractor shall itemize all per diem and lodging charges.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

The Rules and Regulations that apply to contractors for the State of Arizona are those which are applicable to State employee travel. These State rates may be located at www.gao.state.az.us.

- 4.6 **Key Personnel.** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record
- 4.7 **Notification.** The All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

To the Lead State (Administrator of the Master Agreement):

Arizona Department of Administration
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007
Fax: 602-542-5508

Procurement Officer: Maureen L. McGovern, MBA, CPPO
Email: Maureen.mcgovern@azdoa.gov
Direct Phone: 602-542-9125

To the Contractor: (to be completed at time of award):

To the Participating State: (to be defined in the Participating Addendum)

5 USAGE REPORTS AND ADMINISTRATIVE FEES

- 5.1 **Usage Reports.** Reseller agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Reseller at time of award. Individual participating states may require their own usage reports. Reseller shall provide these reports at the intervals, and in the format, required by the States.
- 5.2 **Administrative Fees.**
 - 5.2.1 **WSCA Administrative Fee -** Reseller will remit to WSCA a contract administration fee in the amount of one-half of one percent (.5%) of the total sales from this contract. The pricing listed on the proposal shall include the WSCA administrative fee. Administrative fees shall not be added as a line item on any invoice. A statement verifying the total sales amount for all Participating States must accompany the remittance. This remittance is due to WSCA no later than 45 days after the last day of each calendar quarter. The form to be submitted with the check, as well as mailing address, will be provided to Reseller at time of contract award.
 - 5.2.2 **Individual State's Administrative Fees -** In addition to the WSCA contract administration fee as stated above, some Participating States may also require an administrative fee. See also the section entitled, "Price Quotes – General". Specific State Administrative Fees may be added to the price of each item. Information on a State's Administrative Fee will be provided in that State's PA.

6 RISK AND LIABILITY

The following pages cover Indemnification and insurance requirements. Unless otherwise established or modified in an Individual PA, these requirements may be interpreted to apply to any Participating State. Contractors shall provide current Certificates of Insurance to each State with which the Contractor has an executed PA.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
 State Procurement Office (ADOA/SPOO)
 Customer: WSCA participating states; AZ Statewide
 (state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

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 Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *"The [Participating State, e.g., the State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*

b. Policy shall contain a waiver of subrogation against the [Participating State, e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the [Participating State, e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. For the State of Arizona, this requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



Special Terms and Conditions

STATE OF ARIZONA

Agency: Arizona Dept. of Administration
State Procurement Office (ADOA/SPO0)
Customer: WSCA participating states; AZ Statewide
(state agencies and cooperative partners)

Description: WSCA Software Value-Added Reseller

- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The [Participating State., e.g., State of Arizona], its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Lead State (the State of Arizona) and the Participating State. Such notice shall be sent directly to the Procurement Officer for this Master Agreement and to the Procurement Officer of the Participating Addendum and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the Participating State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received by the Participating State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Procurement Officer of the Lead State and to the Procurement Officer of the Participating State. Both the Master Agreement number and the Participating Addendum number and contract description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. APPROVAL:** Any modification or variation from the *Insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



WSCA Software Value Added Reseller

PARTICIPATING ADDENDUM

Between

SHI International Corp. and
The State of Arizona

State of Arizona MPA Number: ADSPO11-00000358
State of Arizona PA Number: ADSPO11-007500

1. Scope

This Addendum covers the Western States Contracting Alliance (WSCA) Software Value-Added Reseller (SVAR) Contracts, led by the State of Arizona, for use by state agencies and other entities located in the Participating State as authorized by that state's statutes to utilize state contracts. This Participating Addendum (PA) to the WSCA SVAR Contract is for the use of the State of Arizona, its departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion.

2. Special Terms and Conditions

2.1. Definitions

- 2.1.1 "Authorized Purchaser" means an individual authorized by the State to place orders against this Contract.
- 2.1.2 "Contracts" means a Master Price Agreement (MPA) executed between the Offeror and the State of Arizona on behalf of WSCA as a result of this solicitation, and a Participating Addendum (PA) executed between an MPA contractor and an individual participating State. For example, under this contract, a contractor with the State of Arizona would have an executed MPA and an executed PA with Arizona.
- 2.1.3. "Commercial Off the Shelf or COTS" means software products that are ready-made and available for sale to the general public. COTS products are designed to be implemented easily into existing systems without the need for customization, also referred to as 'distributed software'.
- 2.1.4 "End-User License Agreement" or "License Agreement" is a legal contract between the manufacturer (publisher) and the end user of an application that details how the software can and cannot be used.
- 2.1.5 "Non-perpetual licenses", or subscription licenses, are temporary and provide the right to use a particular licensed product until the end of the license-agreement term.
- 2.1.6 "Perpetual licenses" are everlasting and valid if the software is being used in accordance with the license-agreement requirements.
- 2.1.7 "Publisher" means a software manufacturer (e.g., Microsoft).
- 2.1.8 "Reseller" or "Contractor" means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA) contract.
- 2.1.9 "Reseller Cost" means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating Entity. Reseller Cost should not include any administrative or other mark-up costs.
- 2.1.10 "Software" means the computer program, including media and associated documentation.
- 2.1.11 "Software Licensing" means allowing an individual or group to use a piece of software.

PARTICIPATING ADDENDUM
SHI International Corp.

- 2.1.12 "Software Maintenance and Support" means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
- 2.1.13 "Volume License Agreements (VLAs)" means an agreement with a Software Publisher wherein the Participating Entity's total expected purchasing over a period of time is considered in establishing the discount level.

2.2 Other Definitions

- 2.2.1 Online Catalog and Electronic Ordering System (Punch Out) An online e-catalogue mechanism, resulting in the deployment of an e-commerce tool, whereby the Contractor shall provide for "shopping capabilities" for products and or services, that interfaces with the State's current E-Procurement System (ProcureAZ) and the Arizona Financial Information System (AFIS) to issue Contract Release Orders.

2.3 Contract Administration

2.3.1 Contract Order of Precedence:

2.3.1.1 State of Arizona Participation Addendum, including any Exhibits and or Attachments;

2.3.1.2 WSCA Master Price Agreement;

2.3.1.3 Exhibits and Amendments to the WSCA Master Price Agreement;

2.3.1.4 The list of products and services contained in the purchase order and or contract release order; and

2.3.1.5 Contractor's proposal, including any written clarifications and or final proposal revisions.

2.3.2 Participation

Use of a specific WSCA cooperative Contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State's Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona, Using Agencies shall include the following:

2.3.2.1 Mandatory Customers

The Contract shall be for the mandatory use of the State of Arizona Departments, Commissions and Boards, subject to the authority of the Arizona Procurement Code and the State Procurement Office (non exempt State Agencies). Non exempt State Agencies that have a requirement for the products and or services with the scope of the Contract must source their requirements under the Contract. Non exempt State Agencies that have a requirement for the products and or services within the scope of the Contract but seek to source their requirement outside of the Contract, must obtain prior written authorization.

2.3.2.2 Permissive Customers

The Contract shall be for the permissive use of State of Arizona Departments, Commissions and Boards, that are not subject to the authority of the Arizona Procurement Code or the State Procurement Office (Exempt State Agencies) as well as members of the State Purchasing Cooperative (Cooperative Members). Exempt State Agencies and Cooperative Members that have a requirement for the products and or services with the scope of the Contract may source their requirement under the Contract at their sole discretion.

2.3.3 Contract Term

Pursuant to Arizona law, the term of the Master Agreement shall be effective upon the date of final execution by the State of Arizona, and shall continue for a period of two (2) years from the date of the executed Master Agreement unless terminated, cancelled or extended as otherwise provided herein. The term of the individual Participating Addendum (PA) shall be effective upon

PARTICIPATING ADDENDUM
SHI International Corp.

the date of execution by the individual state, unless the individual State establishes a different effective date. Termination dates of an individual PA shall be the same as that of the Master Agreement unless terminated, cancelled or otherwise provided in the PA.

2.3.4 Contract Extensions

Any and all Contract extensions shall be by virtue of an authorized Contract Amendment, and shall not exceed the referenced termination date of the Master Price Agreement unless provided for or allowed by Arizona State Law. Therefore, by mutual written contract amendment, the PA may be extended for three (3) one-year periods or a portion thereof for a total contract term not to exceed five (5) years.

2.3.5 Scrutinized Business Operations

In accordance with A.R.S. 350391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in the Sudan or Iran.

2.3.6 E-Verify Requirements

In accordance with A.R.S. 41-4401, the 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.

2.3.7 Pandemic Contractual Performance

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

2.3.7.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;

2.3.7.2 Alternative methods to ensure there are products in the supply chain; and

2.3.7.3 An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights;

2.3.7.4 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms,

2.3.7.5 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code, and

2.3.7.6 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

2.3.8 Offshore Work Prohibited

Due to security and identity concerns, direct services under this Contract shall be performed

**PARTICIPATING ADDENDUM
SHI International Corp.**

with the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

2.4 Contract Operation

2.4.1 Contract Release Orders

Any products or services to be furnished under this Contract shall be ordered through the issuance of contract release orders. Such orders may be issued from the effective date of contract award. All orders are subject to the terms and conditions of this Contract. All orders shall cite the contract number(s), specifically, the MPA Number and the PA Number.

2.4.2 Ordering Process

Any products or services to be furnished under this Contract shall be ordered by issuance of contract release orders, following receipt of a firm quote from the Contractor as required in the MPA Scope of Work. Contract releases or purchase orders are those that are issued by an Authorized Purchaser as defined in 2.1.1. Depending on the Authorized Purchaser, contract release or purchase orders may be received in one (1) of the following formats:

Hard copy, one time only or blanket (term type);

Electronically transmitted through facsimile equipment; or

Electronically transmitted as an e-mail attachment through the State's E-Procurement System known as ProcureAZ.

2.4.3 Order Acknowledgement

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Authorized Purchaser, in writing or electronically, within two (2) days of Order receipt.

2.4.4 Billing

Contractor shall include the MPA number, the appropriate PA number and individual contract release order number on all invoices.

2.4.5 Travel

When requested, in writing, to perform work that requires overnight accommodations, the Contractor will be reimbursed in accordance with the current rates specified. The Contractor shall itemize all per diem and lodging charges. Travel policies that apply to Contractors for the State of Arizona are those which are applicable to State employee travel. The State travel policy may be located at www.gao.state.az.us.

2.4.3 Notifications

**Arizona Department of Administration
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007
Terri Johnson, Procurement Officer
Email: terri.johnson@azdoa.gov
Phone: 602-542-9125
Fax: 602-542-5508**

PARTICIPATING ADDENDUM
SHI International Corp.

Contractor
SHI International Corp.
51 West Third Street, Suite E-230
Tempe, AZ 85281
Katie O'Kane
Email: katie_okane@shi.com
Phone: 732-868-5904
Fax: 732-868-5905

2.5 Administrative Fees

2.5.1 WSCA Administrative Fee

Contractor will remit to WSCA a Contract Administration fee in the amount of one-half of one percent (.5%) of the total sales from this Contract. The pricing listed on the proposal shall include the WSCA administrative fee. Administrative fees shall not be added as a line item on any invoice. A statement verifying the total sales amount for all Participating States must accompany the remittance. This remittance is due to WSCA no later than forty-five (45) days after the last day of each calendar quarter.

2.5.2 Arizona Administrative Fee

The Contractor shall assess an administrative fee in the amount of one percent (1%) against all contract sales to members of the State Purchasing Cooperative, including Cities, Counties, School Districts and other qualified members. The administrative fee is calculated against all sales under this under this Contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unite prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative Procurement/SPCdefault.asp](http://spo.az.gov/CooperativeProcurement/SPCdefault.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.

Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms, see the State Procurement Office's website at [http://spo.az.gov/Contractor Resources/Admin Fee/default.asp](http://spo.az.gov/ContractorResources/AdminFee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office website.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007
Attention: "Statewide Contract Administrative Fee"

**PARTICIPATING ADDENDUM
SHI International Corp.**

2.6 Risk and Liability

2.6.1 Indemnification

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as 'Indemnitee') from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as 'Claims') for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

2.6.2 INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

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 Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Each Occurrence	\$1,000,000

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

**PARTICIPATING ADDENDUM
SHI International Corp.**

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. For the State of Arizona, this requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Lead State (the State of Arizona) and the Participating State. Such notice shall be sent directly to the Procurement Officer for this Master Agreement and to the Procurement Officer of the Participating Addendum and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the Participating State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**PARTICIPATING ADDENDUM
SHI International Corp.**

All certificates and endorsements are to be received by the Participating State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Officer of the Lead State and to the Procurement Officer of the Participating State. Both the Master Agreement number and the Participating Addendum number and contract description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

3. State of Arizona Uniform Terms and Conditions

Are incorporated into this PA as Exhibit One (1)

4. Statement of Work (SOW)

4.1 Deletions

Lease purchases or term leases shall not be available under this PA.

4.2. Requirements – Products

Software Value-Added Reseller("Contractor") shall be a large account reseller authorized to sell products direct from key software publishers. The Contractor is to be responsible for providing Commercial Off-the-Shelf-Software (COTS) and COTS software maintenance packages. The Contractor will honor an existing individual Participating Entity's volume or enterprise license agreements, and provide maintenance and support packages on licenses already owned by the Participating Entity. The Contractor will provide services directly related to these products such as: communicating channel partner status with publishers, retaining or enhancing reseller certifications with software publishers, negotiating for reduced Reseller Costs, and assisting with basic software installation. As may be required the Contractor will work with WSCA/NASPO computing equipment Contractors, or comparable computer hardware Contractor, to make their best reasonable effort that any software acquired under those Contracts can be tracked through this Contract.

4.3 Specific Requirements – Products

Most Current Version. Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

Product Offerings. The Contractor shall provide COTS software, and software maintenance of new or existing licensed software, under this Contract. Information on approved products, customized by participating state, will be available through an online catalog and through the Contractor's representatives either through email or telephone inquiry during the standard working hours of the

PARTICIPATING ADDENDUM
SHI International Corp.

State. The online catalog shall provide an expansive list of products allowed per the Contract, particularly those products of itemized publishers.

4.4 Product Acquisition

Volume License Agreements (VLA)

The Contractor will honor existing VLA's with Publishers and include those licenses as part of the Contractor's license tracking service. The Contractor will identify itself to the software publishers as Reseller. If so required by the Publisher and the State, the Contractor will execute a change of Channel Partner agreement with the Publisher. The Contractor will sell additional seats consistent with the State's Enterprise or Volume Agreements. Contractor will work with the State and Publishers as needed to establish new VLAs.

Individual Software Licenses

The State can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Contractor.

4.5 Requirements – Services

In addition to the services directly associated with the receipt of product referenced above, the Contractor shall provide services related to the selection, purchase and management of distributed software. These services include, but are not limited to, development and maintenance of State websites, price quotes, license tracking and management, volume license agreements, software installation/ de-installation/ implementation assistance, software advisement, training, and software maintenance and support. The Contractor is expected to support the State's in getting best value from software decisions, providing information and advice regarding software and representing the State's interests in negotiating with software publishers.

Software Maintenance Agreements

The State can purchase maintenance agreements, including upgrade protection, through the Contractor. The Contractor shall sell software maintenance agreements, even if the software was not purchased under this Agreement, such as on-going support for a user's existing perpetual license. As requested, the Contractor shall explain what product support or services are included in a Publisher's Maintenance Agreement.

4.6 Any and all other products and services available and awarded through the MPA shall be provided by the Contractor through this PA.

4.7 Online Catalog and Electronic Ordering System (Punch-Out)

The Contractor shall make available an online catalog to allow Authorized Purchasers to make purchases from this Contract through the State's eProcurement System (ProcureAZ). The Contractor shall have a secured website for placing online orders. The features and functions of the online ordering catalog that is created for use by the State under this Contract shall include, but shall not be limited to the following:

4.7.1 Access by standard web browsers;

4.7.2 Product information such as unit of measure, item status, price description and photos;

4.7.3 Item status inquiry functionality that provides stock availability;

4.7.4 Order tracking;

4.7.5 Help functionality;

**PARTICIPATING ADDENDUM
SHI International Corp.**

- 4.7.6 Reflect current catalog and or price list and contract pricing;
- 4.7.7 Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract; and
- 4.7.8 Shall not include any items that are specifically excluded from this Contract.

5. Customer Service and Representation

Obtain Quotes	Address Purchase Orders to:	Remit Payments to:
SHI International Corp. ATTN: Phone: 888-711-2613 <u>BY EMAIL:</u> Contact name Email address teamarizona@shi.com	SHI International Corp. ATTN: Fax: 866-941-6845 <u>BY EMAIL:</u> Contact name Email address teamarizona@shi.com	SHI International Corp. ATTN: PO Box 952121 Dallas, TX 75395-2121 <u>BY PHONE:</u> Local: 888-711-2613

5.1 Reporting

Standard reports. The State may require standard reports, such as report on savings. The Contractor shall provide these reports at the intervals, and in the format, as reasonably requested by the State. The Contractor shall advise of standard reports which they can provide.

Online reports - The Contractor shall be able to provide online, real time, reporting capabilities through the Internet using the established State website. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability to create custom reports. The State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed if requested.

Custom reports. The Contractor shall develop and provide custom reports as an optional service at a pre-quoted estimated total amount, at established hourly Contract rates.

PARTICIPATING ADDENDUM
SHI International Corp.

Entire Agreement. This Addendum and the Master Price Agreement together with its Exhibits and Attachments as set forth, are the entire Agreement between the Parties with respect to the subject matter of all previous communications, representations or Agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its Exhibits and Attachments, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its Exhibits and Attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its Exhibits and Attachments shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date of execution by Contractor below.

SHI International Corp.

State of Arizona

Natalie Castagno
SIGNATURE

Susan Bayer
SIGNATURE

NAME Natalie Castagno
TITLE Contract Specialist

NAME Susan Bayer
TITLE Procurement Manager

7/8/11
DATE

7-11-11
DATE

**PARTICIPATING ADDENDUM
SHI International Corp.**

**State of Arizona Uniform Terms and Conditions
Exhibit One (1)**

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"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 of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"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.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

PARTICIPATING ADDENDUM
SHI International Corp.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1. Special Terms and Conditions;
- 2.3.2. Uniform Terms and Conditions;
- 2.3.3. Statement or Scope of Work;
- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

**PARTICIPATING ADDENDUM
SHI International Corp.**

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and trade secrets created or conceived solely pursuant to or as a result of this Contract any related subcontract ("Intellectual Property"), shall be owner of such Intellectual Property. The Agency, Department, Division, Board or Commission of the State of Arizona requesting the issuance of the Contract shall own (for and on behalf of the State) the entire right, title, and interest to the Intellectual Property throughout the world. Software and other Materials developed or Contract ("Independent Materials") do not constitute Intellectual Property. If the Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests with the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by the Contractor or its subcontractor(s) to any entity not the State, without the express written authorization of the Agency, Department, Division, Board or Commission of the State of Arizona requesting the issuance of the Contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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.

3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. 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.

4.3. Applicable Taxes.

PARTICIPATING ADDENDUM
SHI International Corp.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. 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.

4.5. 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:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. 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. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

PARTICIPATING ADDENDUM
SHI International Corp.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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."

6.3. Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's Agents, Employees or Subcontractors (each a "Contractor Party") for performance of this Contract. Contractor shall indemnify, defend and hold harmless the State, its Departments, (collectively, the "Indemnitee") against any third party claims for liability, including but not limited to, reasonable costs and expenses, including attorney's fees, for infringement or violation of any patent, trademark, copyright or trade secret by such Materials or the State's use thereof. In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party. Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State; Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract

PARTICIPATING ADDENDUM
SHI International Corp.

Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6.6 Contractor's Limitation of Liability. Contractor's liability for the first party damages to the State arising from this Contract shall be limited to five (5) time(s) the total value of this contract. The foregoing limitation of liability shall not apply to (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to performance requirements; or (iii) costs of attorneys' fees that the State is entitled to recover as a prevailing party in any action.

7. 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. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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 Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

**PARTICIPATING ADDENDUM
SHI International Corp.**

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.

8. 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, 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 after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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. The Procurement Officer 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. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any

**PARTICIPATING ADDENDUM
SHI International Corp.**

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 effect.

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. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

11. 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).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201

Contract No: ADSP011-007500
Software Value Added Reseller Products and Services

PAGE
1

AMENDMENT NO.: One (1)

OF
1

Phoenix, AZ 85007

CONTRACTOR:
SHI International Corp.
33 Knightsbridge Road
Pliscataway, NJ

STATE AGENCY:
AZ Department of Administration (ADOA)
State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Katie O'Kane
PHONE: 732-868-5904
EMAIL: katie_okane@shi.com

CONTACT: Terri Johnson
PHONE: 602-542-9125
EMAIL: terri.johnson@azdoa.gov

The above referenced Contract is amended as follows:

Pursuant to Exhibit One (1) Uniform Terms and Conditions, Page Fifteen (15), Paragraph 5.1, Amendments, the final costs including the WSCA Administrative fee of one half of one percent (.5%) and the Arizona Administrative Fee of one percent (1%) shall be incorporated into the Contract as follows;

State Purchasing Cooperative Customers shall be one percent (1%), and State of Arizona Agencies, Commissions and Boards shall be one percent (1%).

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

Natalie Castagno
SIGNATURE

8/12/11
DATE

Terri Johnson
SIGNATURE

8/15/11
DATE

Natalie Castagno, Contract Specialist
PRINTED/TYPED NAME AND TITLE

Terri Johnson,
Procurement Officer
TYPED NAME AND TITLE

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 102611
PAYSON HEALTH DEPARTMENT CARPET REPLACEMENT

THIS AGREEMENT, made and entered into this 2nd day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and MLV Flooring LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of demoing the existing carpet and replacing with vinyl flooring at the Gila County Health Department located at 107 W. Frontier, Payson, AZ, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. Contractor shall supply all materials necessary to complete the work in this contract.

Contractor shall (Estimate No. 10411-B):

- Remove and dispose existing carpet, pad and tack strip.
- Install Congoleum Vinyl Floor (Forever Plus/Metrio – 51043)
- Install Covebase (Covebase, Robbe, Brown)

Invoicing

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address
- Description of Service

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall

be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall

comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX- TERM: Contract shall be effective date signed by the County Manager and expires November 25, 2011

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with the not-to-exceed without written authorization budget of \$1,786.09.

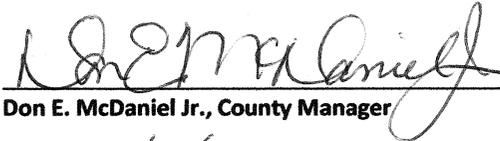
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of Agreement No. 102611 by the Contractor, the County agrees to pay the amount of not more than \$ 1,786.09 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 11/2/11

MLV FLOORING LLC



Signature

Michael D. LeVac

Print Name

Date: 10-27-11

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 102511

GUERRERO BUILDING REMODEL ACOUSTICAL CEILING WORK

THIS AGREEMENT, made and entered into this 2nd day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and GFI Acoustics, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the acoustical ceiling installation for the Guerrero Building Remodel Project in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Specifications

Ceiling Height: 7' x 10" Roof Deck: 10" x 10"
Ceiling will be suspended from 2x6 wood tresses, 24" on center (24OC).

- **Armstrong World Industries, Inc.**
Ceiling & Suspension System Specification

Part 2-PRODUCTS

2.1 MANUFACTURERS

A. Ceiling Panels:

1. Armstrong World Industries, Inc.

2.2.0 ACOUSTICAL CEILING UNITS

A. Acoustical Panels Type ACT-1:

1. Surface Texture: Medium
2. Composition: Mineral Fiber
3. Color: White
4. Size: 48in X 24in X 5/8in
5. Edge Profile: Square Lay-In for interface with Prelude XL 15/16" Exposed Tee.
6. Noise Reduction Coefficient (NRC): ASTM C 423; Classified with UL label on product carton, 0.55.
7. Ceiling Attenuation Class (CAC): ASTM C 1414; Classified with UL label on product carton, 33
8. Flame Spread: ASTM E 1264; Class A (UL)
9. Light Reflectance (LR): ASTM E 1477; White Panel: Light Reflectance: 0.86.
10. Dimensional Stability: HumiGuard Plus - temperatures up to 120 degrees F and high humidity excluding only exterior use, use over standing water, and direct contact with moisture .
11. Mold/Mildew Inhibitor: The front and back of the product have been treated with BioBlock, a paint that contains a special biocide that inhibits or retards the growth of mold or mildew, ASTM D 3273.
12. Acceptable Product: Georgian, 763 as manufactured by Armstrong World Industries.

2.2.0 SUSPENSION SYSTEMS

- A. Components: All main beams and cross tees shall be commercial quality hot-dipped galvanized (galvanized steel, aluminum, or stainless steel) as per ASTM A 653. Main beams and cross tees are double-web steel construction with type exposed flange design. Exposed surfaces chemically cleansed, capping pre-finished galvanized steel (aluminum or stainless steel) in baked polyester paint. Main beams and cross tees shall have rotary stitching (exception: extruded aluminum or stainless steel).
 1. Structural Classification: ASTM C 635 HD.
 2. Color: White and match the actual color of the selected ceiling tile, unless noted otherwise.
 3. Acceptable Product: Prelude XL 15/16" Exposed Tee as manufactured by Armstrong World Industries, Inc.
- B. High Humidity Finish: Comply with ASTM C 635 requirements for Coating Classification for Severe Environment Performance where high humidity finishes are indicated.
 1. SS Prelude Plus by Armstrong World Industries, Inc. - 100% Type 304 STAINLESS Steel.
 2. AL Prelude Plus by Armstrong World Industries, Inc. - all ALUMINUM
 3. Prelude Plus XL Fire Guard by Armstrong World Industries, Inc., G-60 Hot dipped galvanized /aluminum capping
 4. Structural Classification: ASTM C 635 duty class.
 5. Color: [Stainless for SS only][White aluminum] [Clear Anodized Aluminum]
- C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
- D. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least three design load, but not less than 12 gauge.
- E. Edge Moldings and Trim: Metal or extruded aluminum of types and profiles indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations, including light fixtures, that fit type of edge detail and suspension system indicated. Provide moldings with exposed flange of the same width as exposed runner.

F. Accessories
12ft Hemmed Angle Molding

Work under this contract shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended October 23, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928)402-8513.

Invoicing

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address
- Description of Service

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents,

representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor

shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be effective date signed by the County Manager and expires December 16, 2011

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with the not-to-exceed without written authorization budget of \$12,360.00

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of Contract No. 102511 by the Contractor, the County agrees to pay the amount of not more than \$ 12,360.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 11/2/11

GFI ACOUSTICS



Signature

WILLIAM LEMMERTS
Print Name

Date: 10-26-11

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY
www.gilacountyaz.gov

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 102911
GLOBE COURTHOUSE
MASONRY WALL SEALANT TEST PATCH

THIS AGREEMENT, made and entered into this 2nd day of NOVEMBER, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Sun Valley Sealants, LLC, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the Globe Courthouse Masonry Wall Sealer Test Patch in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The purpose of the masonry sealant sample is to establish a sample of the material to determine a coverage rate for future bids. The current data suggests 100 square feet per gallon. The sample test will help determine the true rate specific to the masonry used on the Globe Courthouse

Mock-up Sample of Penetrating Sealer at Masonry Walls

Contractor Shall:

- Power wash the exterior sides of masonry walls equivalent to 3000 square feet (location to be determined by County and Contractor);
- Remove any loose brick face as required;
- Install sealants at cracks in the grout that are greater than 1/16”;
- Apply approximately 30 gallons of Enviroseal Double 7 for Brick to the prepared surfaces;
- Clean work area on a daily basis;
- Provide all necessary equipment in performing the provisions of this agreement; and
- Perform work during normal business days and hours, and weekends for entries.

The County shall supply the water source for the power washing.

Invoicing

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Serviced Location
- Vendor Name and Address
- Description of Service

ARTICLE II – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE III - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE IV – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – 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
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor

hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE VI – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE VII– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE IX– TERM: Contract shall be effective date signed by the County Manager and expires December 31, 2011.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed with the not-to-exceed without written authorization budget of \$3,180.00

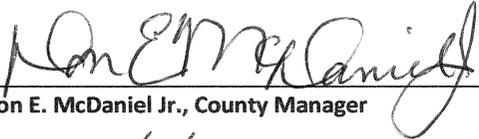
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of Contract No. 102911 by the Contractor, the County agrees to pay the amount of not more than \$ 3,180.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 11/2/11

SUN VALLEY SEALANTS, LLC



Signature

HANK RUITAN JR. PRES.
Print Name

Date: 31 OCT 2011