

PURSUANT TO A.R.S. SECTION 38-431.01, 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, APRIL 16, 2013 - 10:00 A.M.

1. **Call to Order - Pledge of Allegiance – Invocation**
2. **PRESENTATIONS:**
 - A. Presentation of the Officer of the Quarter by Bradley D. Beauchamp, Gila County Attorney, to Sgt. Jason Hazelo of the Payson Police Department.
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the allocation of \$45,000 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2012-13 to Roads, and to distribute SRSC funds in the amount of \$1,304,124 to Gila County School Districts in accordance with the attached distribution schedule. **(Linda O'Dell)**
 - B. Information/Discussion/Action to ratify Gila County's determination to participate in the National IPA cooperative purchasing agreement, ratify the acceptance of its terms, and approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one new 2013 12M2 Caterpillar motor grader (serial number R9P00120) in the amount of \$298,122 with a trade-in allowance of \$110,000 that has been applied to the purchase price. **(Steve Stratton)**
 - C. Information/Discussion/Action to authorize the County Manager's signature on an Agreement (Proposal No. GilaCounty-001) between ReSEED, LLC and Gila County allowing ReSEED, LLC to work with the Arizona Department of Transportation (ADOT) to place the road project known as "Silver King" in ADOT's 2014-2018 5-Year Transportation Construction Plan (TCP) - \$10,000 to be paid upon execution of the Agreement and \$10,000 to be paid if the Silver King project is fully funded and approved in year 1 or 2 (2014 or 2015) of ADOT's 5-Year TCP, contingent upon approval by Bryan Chambers, Deputy Attorney Principal. **(Steve Stratton)**
 - D. Information/Discussion/Action to approve the electronic submission of the Juvenile Crime Reduction Fund (JCRF) application by the Gila County Probation Department to the Arizona Supreme Court in the amount of \$1,400 to be used during for fiscal year 2013, if awarded. **(Kendall Rhyne)**
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of the reappointment of Margret Celix to serve on the Gila County Community Action Program Advisory Board for another four (4) years, retroactive from January 1, 2013, to December 31, 2016.
- B. Acknowledgment of John Marcanti's resignation from the Gila County Building Safety Advisory and Appeals Board effective December 31, 2012, and approval to appoint Bruce Binkley to fulfill Mr. Marcanti's unexpired term of office through December 31, 2014.
- C. Ratification of the Board of Supervisors' approval for the Gila County Attorney's Office electronic submission of a FY2014 Grant Application to the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program in the amount of \$79,722 to continue grant funding and approve up to a 25 percent match requirement.
- D. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 031711-1 between Gila County and Wright Asphalt Products Company for SBS polymer chip seal oil to extend the contract for 12 months, from January 7, 2013, to January 6, 2014.
- E. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 061311-1 between Gila County and Wright Asphalt Products Company for MC-800TR chip seal oil to extend the contract for 12 months, from April 6, 2013, to April 5, 2014.
- F. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on April 27, 2013.
- G. Approval of an Agreement between Gila County and the Arizona Division of Forestry whereby Gila County will receive \$15,000 of a total appropriation of \$75,000 for three environmental projects affecting economic development in the five counties of Apache, Gila, Graham, Greenlee and Navajo which were identified by the Environmental Economic Communities Organization on behalf of the counties and submitted to the State Forester who has approved them.
- H. Acknowledgment of the January 2013 monthly activity report submitted by the Globe Regional Constable's Office.
- I. Acknowledgment of the February 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.
- J. Approval of the March 26, 2013, and April 2, 2013, BOS meeting minutes.
- K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 11, 2013, to March 15, 2013; and March 18, 2013, to March 22, 2013.

- L. Approval of finance reports/demands/transfers for the weeks of April 9, 2013, and April 16, 2013.
- 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(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 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.

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-1727

Presentation Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Bradley

Submitted By:

Beauchamp,
County
Attorney

Sharon Listiak, Public Agency Courts Liaison,
County Attorney

Department: County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter by Bradley D. Beauchamp, Gila County Attorney, to Sgt. Jason Hazelo of the Payson Police Department.

Background Information

Bradley D. Beauchamp, Gila County Attorney, selects an officer quarterly for the Officer of the Quarter from the nominations from his staff. The staff nominates an officer for his or her availability for preparation and carrying out prosecution, their reports being complete and readable, court appearances, assistance and cooperation with the attorney of record, and service above and beyond. Two plaques will be presented, one for the officer and one for his or her agency.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter by Bradley D. Beauchamp, Gila County Attorney, to Sgt. Jason Hazelo of the Payson Police Department.

ARF-1730

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Linda O'Dell, School Superintendent Submitted By: Victoria Sanchez, Executive Assistant,
School Superintendent's Office

Department: School Superintendent's Office

Fiscal Year: 2012/2013 Budgeted?: Yes

Contract Dates 07/01/12-06/30/13 Grant?: Yes

Begin & End:

Matching No Fund?: Replacement

Requirement?:

Information

Request/Subject

Approval of the Allocation of Gila County's Secure Rural Schools and Communities Funds for FY2012-2013.

Background Information

The Secure Rural Schools and Communities Self Determination (SRSC) Act of 2000, as re-authorized for four years in 2008 (PL-110-343) was extended for an additional year, to include Federal FY2012 funding. The SRSC Act provides assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRSC Act have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Continued funding beyond this allocation is dependent on action by the U.S. Congress. Twenty percent of Gila County's Title I allocation goes to a regional Resource Advisory Committee for distribution; the remaining 80% of the funding is allocated to the Board of Supervisors for distribution and use by Roads and School Districts. The Gila County share of Federal FY2012 SRSC Act funding for Roads and Schools in the amount of \$1,499,027 was received by the Gila County Treasurer's Office on January 25, 2013. Distribution of Gila County SRSC funds was delayed pending consideration of how to address the possibility that some portion of the funding might need to be reimbursed to the U.S. Forest Service due to Federal FY2013 mandatory spending cuts. In that regard, this recommendation proposes distributing 90% of the SRSC funds to Roads and School Districts, and retaining 10% of the funds on deposit with the Gila County Treasurer against the possibility that Gila County must reimburse some portion of the funding to the U.S. Forest Service. A recommendation regarding disposition and distribution of any remaining Federal FY2012 SRSC funds will be determined once this issue is resolved.

Evaluation

In each of the past three years (2010-2011-2012), the Board of Supervisors has authorized the distribution of Title I SRSC Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: \$50,000 to Roads and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

SRSC Act Federal FY2012 funds were received by the Gila County Treasurer's Office January 25, 2013. In preparation for making a recommendation to the Board of Supervisors regarding distribution of funds in 2013, the County School Superintendent discussed this item with County Management. School Districts were advised that the County School Superintendent was recommending the use of the same distribution formula agreed to and used for the past three years. The proposed distribution schedule was provided to School Districts; feedback was favorable.

However, distribution of Gila County SRSC funds was delayed pending consideration of how to address the possibility that some portion of the funding might need to be reimbursed to the U.S. Forest Service due to Federal FY2013 mandatory spending cuts. Pending the outcome of this issue, the County School Superintendent and County Management recommend that 10% of the funds be retained on deposit with the Gila County Treasurer and 90% be distributed as detailed on the FY2012-13 Forest Fees distribution proposal (attached). A recommendation regarding disposition and distribution of any remaining Federal FY2012 SRSC funds will be determined once issues regarding reimbursement to the U.S. Forest Service are resolved.

Conclusion

Gila County School Districts, County Management and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of \$1,349,124 (90%) of \$1,499,027 in funds received for the FY2012-13 school year as part of the Secure Rural Schools and Community Self Determination Act of 2008 (P.L. 110-343), namely \$45,000 to Roads and \$1,304,124 to School Districts; the remaining \$144,903 of total funds received will be held on deposit by the Gila County Treasurer pending further action.

Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of \$1,349,124 in funds received for the FY2012-13 school year as part of the Secure Rural Schools and Communities Self Determination Act of 2008 (P.L. 110-343), namely \$45,000 to Roads and \$1,304,124 to School Districts.

Suggested Motion

Information/Discussion/Action to approve the allocation of \$45,000 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2012-13 to Roads, and to distribute SRSC funds in the amount of \$1,304,124 to Gila County School Districts in accordance with the attached distribution schedule. **(Linda O'Dell)**

Attachments

BOS FY12-13 Forest Fees Distribution

GILA COUNTY Forest Fees Distribution FY13 - Proposed

District	ACREAGE %	ADM* Students	ADM %	BASE 11.00%	Forest 28.47%	ADM % 60.53%	FY13 ORIGINAL PROPOSAL 100%	FY13 REVISED PROPOSED Distribution #1 (90% of Total)	FY13 Additional Distribution+ (≥10% of Total)
								April 16, 2013	
Gila Regional	5.0%	108	1.6%	\$17,710	\$19,645	\$13,843	\$51,198	\$46,078	\$5,120
Globe	8.0%	1,500	21.9%	\$17,710	\$31,431	\$192,261	\$241,403	\$217,263	\$24,140
Hayden-Winkelman	0.0%	307	4.5%	\$17,710	\$0	\$39,349	\$57,060	\$51,354	\$5,706
Miami	12.0%	1,126	16.5%	\$17,710	\$47,147	\$144,324	\$209,182	\$188,264	\$20,918
Payson	19.0%	2,221	32.5%	\$17,710	\$74,650	\$284,675	\$377,035	\$339,331	\$37,703
Pine-Strawberry	10.0%	165	2.4%	\$17,710	\$39,289	\$21,149	\$78,148	\$70,334	\$7,815
San Carlos	9.0%	1,270	18.6%	\$17,710	\$35,360	\$162,781	\$215,852	\$194,267	\$21,585
Tonto Basin	12.0%	89	1.3%	\$17,710	\$47,147	\$11,408	\$76,265	\$68,639	\$7,627
Young	30.0%	57	0.8%	\$17,710	\$117,868	\$7,306	\$142,884	\$128,596	\$14,288
TOTAL	105.0%	6,843	100%	\$159,393	\$412,538	\$877,096	\$1,449,027	\$1,304,124	\$144,903

*SAIS ADMS46-Report FY2012

+Subsequent distribution will be recommended to the BOS pending determination of funds that must be returned to the U.S. Forest Service due to Federal FY2013 sequestration.

TOTAL FY2012-13 GILA ALLOCATION FOR ROADS & SCHOOLS \$1,499,027

INITIAL PROPOSED DISTRIBUTION (100% of funds on deposit)

Schools (96.66% of total for Schools/Roads) \$1,449,027
Roads (3.34% of total for Schools/Roads) \$50,000
Total for Schools/Roads (80% of Total County Allocation) \$1,499,027

REVISED PROPOSED DISTRIBUTION #1 (90% of funds on deposit)

Schools \$1,304,124
Roads \$45,000
Total for Schools/Roads \$1,349,124

Prepared by L. O'Dell_April 1, 2013

ARF-1751

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 04/16/2013

<u>Submitted For:</u>	Steve Stratton, Public Works Division Director	<u>Submitted By:</u>	Dana Sgroi, Contracts Support Specialist, Finance Department
<u>Department:</u>	Public Works Division	<u>Division:</u>	Roads
<u>Fiscal Year:</u>	2013-2014	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	March 2013 thru July	<u>Grant?:</u>	No
<u>Begin & End:</u>	31, 2013		
<u>Matching</u>	No	<u>Fund?:</u>	Replacement
<u>Requirement?:</u>			

Information

Request/Subject

Empire CAT Customer Purchase Agreement for 2013 Motor Grader

Background Information

There are currently three (3) motor graders in the Roads Department equipment fleet that are costing a lot of money in repairs. The Roads Department plans to trade in two (2) of them for one new motor grader. Upgrading one machine will save in repairs on old, unreliable equipment.

Equipment No. J-2, was purchased new in 1976, for \$65,638.56. It is now 37 years old and has a total hour usage of 3,363 hours as of February 11, 2013. In the past ten years, the repair costs for this machine total \$64,402.58. As part of the Customer Purchase Agreement for the 2013 motor grader, Empire CAT has assigned a trade-in value for Equipment No. J-2 of \$35,000.

Equipment No. J-6, was purchased new in 1987, for \$141,027.13. It is now 26 years old and has a total hours usage of 7,021 hours as of February 11, 2013. In the past ten years, the repair costs for this machine total \$161,568.23. As part of the Customer Purchase Agreement for the 2013 motor grader, Empire CAT has assigned a trade-in value for Equipment No. J-6 of \$76,000.

The total of these two trade-ins, \$111,000 has been deducted from the \$298,122 price for the new 2013 motor grader.

Evaluation

Gila County is listed as a member of the National IPA, a cooperative purchasing group. It is unclear when or how Gila County joined this cooperative purchasing agreement, but as a member of the National IPA, Gila County can benefit through an existing agreement that Caterpillar has between the City of Tucson and the National IPA to buy a new 2013 12M2 Caterpillar Motor Grader. The National IPA discount is thirty-five point five percent (35.5%) off the list price of \$445,534. This results in a significant cost savings of \$158,306 on the 2013, All Wheel Drive, Motor Grader.

The Customer Purchase Agreement with Empire CAT shows the sub-total price for the new motor grader to be \$298,122, which includes \$3,000 for a 5 year/5000 hour Governmental (total machine) Warranty and \$7,894 for freight from the factory to Arizona. With a trade-in of two older motor graders, for a total trade-in value of \$111,000, a down payment of \$120,000,

plus sales tax totaling \$16,560.30, a balance of \$83,682.30 will be due by August 01, 2013.

In the Transportation Excise Tax budget, there is \$160,000 available in Capital Outlay. The plan is to use \$120,000 of it this fiscal year as the down payment, and pay the remaining balance of \$86,682.30 by August 01, 2013. Empire will carry the \$86,682.30 balance without charging any interest. Since it is such a short term agreement, financing is not available.

We will automatically be enrolled in the preventative maintenance program that provides filters and computer connectivity with Caterpillar for diagnostic "real time" information on the machine. A GPS is also installed as standard practice which provides location and operating status. The wheels, moldboard and rippers are the same size we buy for our other motor graders. Upgrading one piece of equipment will save us money in repairs on old, unreliable equipment.

Conclusion

Gila County should ratify its determination to participate in the National IPA cooperative purchasing agreement and ratify the acceptance of its terms. This will enable Gila County to take advantage of a cooperative agreement that Caterpillar has with the City of Tucson and National IPA which results in a significant cost savings on this 2013 All Wheel Drive, Motor Grader. Gila County, as a member of National IPA, has been offered a savings of thirty-five point five percent (35.5%) off of the list price, which translates into a \$158,306 savings.

Recommendation

Consolidated Roads recommends that the Board ratify Gila County's determination to participate in the National IPA cooperative purchasing agreement, ratify the acceptance of its terms, and approve the Customer Purchase Agreement with Empire CAT for the purchase of one 2013 12M2 motor grader, serial number: R9P00120.

Suggested Motion

Information/Discussion/Action to ratify Gila County's determination to participate in the National IPA cooperative purchasing agreement, ratify the acceptance of its terms, and approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one new 2013 12M2 Caterpillar motor grader (serial number R9P00120) in the amount of \$298,122 with a trade-in allowance of \$110,000 that has been applied to the purchase price. **(Steve Stratton)**

Attachments

Customer Purchase Agreement

Empire quote with NIPA discount

Repair Costs for J-2 and J-6

City of Tucson Heavy Equipment RFP

City of Tucson Heavy Equipment RFP Amendment 1

City of Tucson Heavy Equipment RFP-Amendment2

City of Tucson Proof of Advertising

City of Tucson Contract with CAT

National IPA Terms and Conditions

Legal Explanation



Customer Purchase Agreement

Account Manager: Greg Smith

PSR: Billy Masters

DBS Agreement #:

Customer #: 0039225

Date: 3/14/2013

Customer Name: GILA COUNTY EQUIP PURCHASE

Contact: STEVE STRATTON

Contact Phone: 928-812-0173

Address: 1400 E ASH STREET

City\State\ZIP: GLOBE AZ 85501-1483

Phone: 928-468-2801

Invoicing Customer: GILA COUNTY EQUIP PURCHASE - 0039225G

PO #: TBA

Terms: On Account - Customer PO

Special Payment Instructions:

Please include the following information with your payment or wire:

Invoicing Customer: GILA COUNTY EQUIP PURCHASE

Customer Number: 0039225

Agreement Number:

Serial Number(s): R9P00120

Delivery Location: YARD

City\State: SHOW LOW, AZ

F.O.B: EMPIRE

Job Site Location: STAR VALLEY, AZ

Bond #:

Cust. Required Delivery Date: 3/14/2013

Freight: Freight will be provided by ETCO and paid for by: Empire

Equipment

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
R9P00120	2013	12M2	E120481		CAT	MOTOR GRADER, AWD 5 YR / 5000 HR PREMIER WARRANTY 12 Months Of Travel Time And Mileage	\$298,122.00

Trade-Ins

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
1975	CAT	140G	75V00602	<input type="checkbox"/>		MOTOR GRADER	\$35,000.00	\$0.00	\$35,000.00
1987	CAT	14G	96U07091	<input type="checkbox"/>		MOTOR GRADER	\$76,000.00	\$0.00	\$76,000.00

Notes

THE DOWN PAYMENT OF \$120,000.00 AND THE TWO TRADE MACHINES (140G AND 14G) WILL BE DUE UPON DELIVERY OF THE NEW MACHINE - THE BALANCE OF \$83,682.30 WILL BE DUE BY 8/01/2013

Sub Total:	\$298,122.00
Trade In Value:	(\$111,000.00)
State/County Sales Tax (Navajo 7.10%):	\$13,285.66
City Sales Tax (Mesa 1.75%):	\$3,274.64
Down:	(\$120,000.00)
Balance Due:	\$83,682.30

Customer Purchase Agreement

Signatures:

Customer

Date

 3/28/13
EMPIRE

Date

This document signifies the customer's intent to purchase the equipment listed. The sale by EMPIRE is subject to credit approval and acceptance by sales manager or other company officer. Should the deal be terminated for any reason, the customer agrees to pay parts and labor costs incurred to customize equipment per customer's specifications.



BRENT CLINE
GILA COUNTY EQUIP PURCHASE
1400 E ASH STREET
GLOBE, AZ 85501-1483

3/21/2013

Dear BRENT, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2013 New Caterpillar 12M2 MOTOR GRADER, AWD

Standard Equipment

CONSIST NOTE

The standard equipment list includes key components necessary for an operable machine.

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Engine, C9 with ACERT technology, diesel with automatic engine derate and idle control. Meets U.S. EPA Tier 4 and EU Stage IIb emission standards
Parking brake, multi-disc, sealed, and oil cooled
Sediment drain, fuel tank
Tandem drive
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP PLUS (Variable Horsepower Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24 volt
Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing, roading, roof-mounted, stop and tail, LED
Starter, electric

power steering hydraulic controls
(right/left, blade lift w/float position
blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)
Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power Port, 12V
Radio Ready, Entertainment
ROPS cab, sound suppressed
-70dB(A) -ISO 6394
Seat, cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic
Windows: laminated glass
- fixed front with intermittent wiper
- side and rear (3)

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 4, engine compartment, (two left hand, two right hand,) locking
Ground level engine shutdown
Hammer (emergency exit)
Horn, electric
Lockout, hydraulic implement (for roading and servicing)
Seat belt, retractable 3"
Secondary steering
Tandem walkway/guards

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10"x24" multi-piece rims is included in the base machine price and weight.

FLUIDS

Antifreeze
Extended Life Coolant to -35C/-30F

OTHER STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab
(includes fuel, articulation, engine
coolant temp, engine RPM,
and hydraulic oil temp, regen)
Joystick, adjustable armrests
Joystick gear selection, hydraulic

Accumulators -brake -dual certified
Drawbar, 6 shoe w/replaceable wear strips
Fluid check, ground level
Fuel tank, 110 gallon (416 L)
Ground level fueling
Hydraulic lines for base functions
Pump, hydraulic, high capacity
(98cc/15cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports -engine -hydraulic
-transmission -coolant -fuel
Tool box

Configured as Follows

Ref #	Description	Price
3818796	12M2AWDBR	\$371,370
0P2265	ROLL ON-ROLL OFF	\$291
0P9002	LANE 2 ORDER	\$0
4K3330	SHANKS/TEETH FOR SCARIFIER	\$1,268
8J1434	TOOTH, RIPPER	\$710
2333295	MIRRORS, OUTSIDE MOUNTED	\$475
2497841	TIRES, 17.5R25 BS VKT 1* MP	\$15,040
3052927	LINES, STANDARD W/O ACCUMULATOR	\$0
3099879	LIGHTS, FRONT HEADLIGHTS, LOW	\$2,430
3206752	BASE & 3 (FL, RIP, MMS)	\$6,980
3236970	GUARD GP, HITCH	\$0
3240889	RIPPER-SCARIFIER, REAR	\$19,160
3256336	STARTER, ELECTRIC, HEAVY DUTY	\$394
3316793	LIGHTS, BRAKE AND BACK-UP	\$0
3493048	MOLDBOARD, 14 FT, PLUS	\$2,620
3533313	GLOBAL ARRANGEMENT	\$0
3533320	LIGHTS, WORKING, PLUS	\$1,000
3533330	WEATHER, STANDARD AWD	\$0
3533331	WEATHER, COLD AWD	\$3,490
3544112	BASE & 1 (RIP)	\$2,220
3568649	PRECLEANER	\$0
3593925	MOUNTING, FRONT LIFT	\$426
3605074	MOUNT, MID-MOUNT SCARIFIER	\$1,470
3625222	NO ACCUGRADE	\$0
3626011	INSTALLATION AR- BOX FRAME	\$0
3662459	GUARD, TRANSMISSION	\$3,285
3676842	PUSH PLATE	\$5,440
3676905	GUARD, AXLE HOSE	\$1,040
3736739	CATERPILLAR PRODUCT LINK 321	\$0
3829277	LANGUAGE, ENGLISH	\$0
3897322	CAB, PLUS (STANDARD GLASS)	\$2,090
3912914	CAMERA, REAR VISION	\$2,450
3918968	COMFORT PACKAGE	\$1,885

Warranty

5 YR / 5000 HR PREMIER WARRANTY (WITH 12-MONTHS T.T.M.)

Premier ESC The most comprehensive coverage option, Premier ESC coverage includes Powertrain components, Powertrain+Hydraulic components, as well as additional powertrain, hydraulic, electrical and structural components. COVERED Radiator and muffler Undercarriage non-moving components External hoses and lines for oil, water and air Transmission pumps, controls and valves Hydraulic brake system components Electric system Machine electronic controls Drive train electronic controls EXCLUDED Moving undercarriage components Service items Maintenance items with other warranty statement Items not included under Standard Machine Warranty

Pricing Summary

List Price:	\$445,534.00
National IPA discount .355%:	(\$158,306.00)
Freight zone #9:	\$7,894.00
Warranty:	\$3,000.00
(Less tax) Net Total:	\$298,122.00

If you have any questions regarding this information please call me at 928-205-8747. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Greg Smith
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

CFA, Inc.
03/22/2013
7:49:00 AM

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Gila County
Repair Order#: P998

Repair Order#	Equipment#	Shop Loc	Rep Class
P998	J-2	02	01
Posted-Full	PAYSON COUNTY YARD		Scheduled

Grand Total for Repair Entries

<u>Reg Hours</u>	<u>O/T Hours</u>	<u>Reg Labor(\$)</u>	<u>O/T Labor(\$)</u>	<u>Total Labor(\$)</u>
710.25	0.00	24,845.59	0.00	24,845.59
	<u>Stocked Part(\$)</u>		<u>Non-Stocked Part(\$)</u>	<u>Total Part(\$)</u>
	39,399.49		157.50	39,556.99
			Grand Total(\$)	64,402.58

NOTE: Report is from 01-01-03 through 01-01-13

Repair Order#	Equipment#	Shop Loc	Rep Class
P979	J-6	02	01
Posted-Full	PAYSON COUNTY YARD		Scheduled

Grand Total for Repair Entries					
	<u>Reg Hours</u>	<u>O/T Hours</u>	<u>Reg Labor(\$)</u>	<u>O/T Labor(\$)</u>	<u>Total Labor(\$)</u>
	1,500.50	2.50	52,517.50	131.25	52,648.75
		<u>Stocked Part(\$)</u>		<u>Non-Stocked Part(\$)</u>	<u>Total Part(\$)</u>
		108,484.73		434.75	108,919.48
				Grand Total(\$)	161,568.23

NOTE: Report is from 01-01-03 through 01-01-13

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011
TIME: 9:00 A.M. LOCAL AZ TIME
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:

Landfill Dozers
Landfill Compactors
Landfill Scraper

Material Handling

Fork Lift
Crane / Wheeled
Crane / Track

Construction Equipment

Air Compressor
Articulated Dump Truck
Asphalt Cold Planer
Asphalt Rotary Mixer
Bucket Truck
Cement Mixer
Chip Spreader
Crack Sealer
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Ice Resurfacer
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Patcher Truck

Paver / Tracked
Paver / Wheeled
Rollers / Drum / Vibrate
Rollers / wheeled / Pneumatic
Rollers / Drum / Wheeled
Scrapers
Skid Steer Loaders
Soil Compactors
Sweeper / Scrubber
Sweeper / Street
Sweeper / walkway
Trailer / Tilt
Trailer / Flatbed
Trailer / Drop Neck
Trailer / Utility
Trencher
Water Truck
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Financing Options:** The ability to provide financing options.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

h. **Green/Sustainability Program:**

1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

- 1. National Program
 - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
 - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
 - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
 - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
 - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
 - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - 1. Identification and description of equipment categories offered.
 - 2. Identification and description of sub categories.
 - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
 - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
 - 5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

- b. Describe your warranty program, including
 - 1. Types of warranties available (by category or equipment)
 - 2. Describe your warranty claims procedures.
 - 3. Describe your policy addressing warranty issues related to
 - a. Major Component Failures
 - b. Engineering Deficiencies
 - c. Describe your firm's standard response time to address warranty failure issues.
 - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
 - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
 - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
 - f. Submit all information that will aid the City in evaluating your proposal.
- 4. Services
 - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - b. Provide detailed information explaining your service capabilities.
 - c. Provide detailed information explaining the service capabilities of your authorized dealers.
 - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
 - e. Describe your training programs. The proposed training program shall include but not limited to:
 - 1. How will equipment training be conducted?
 - 2. Describe the training curriculum for the equipment operators.
 - 3. Describe the training curriculum for the service technicians.
 - 4. How will you accommodate various work shifts?
 - 5. What type of documentation is provided with the proposed training?
 - 6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
 - f. Submit any other services information that will aid the City in evaluating your proposal.
- 5. Ordering and Invoices
 - a. Describe your order process.
 - b. How do agencies work with your firm to determine appropriate equipment needs?
 - c. Describe the equipment delivery process and your delivery commitment.
 - d. What is your standard equipment delivery timeframes?

- e. How does your firm communicate order cut off dates to your customers?
 - f. Identify and describe any exceptions or challenges.
 - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
 - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
 - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
 - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contract. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
8. Indicate if payment will be accepted via credit card. _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)?
_____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).If "no" to above, will consideration be given to accept the card? _____Yes _____No
9. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.
7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 2. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 3. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 4. INSURANCE:** The Contractor agrees to:
 - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
 - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
- 3. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 4. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 5. ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
- 6. CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
- 7. CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
- 8. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
- 9. COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
- 10. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
- 11. CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 12. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: 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 as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2011.

Awarded this _____ day of _____, 2011.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- \$_____.00 in year one
- \$_____.00 in year two
- \$_____.00 in year three
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA

Attn: President

1600 Westgate Circle

Suite 275

Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly/Quarterly Report

Supplier Name:

Contract Sales Report Month/Quarter:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____

Cumulative Contract Sales _____

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)
PAGE 1 of 1
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)
PAGE 1 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 16, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 17, 2011 – January 13, 2012
Vendor Interview	December 15-16, 2011
Evaluation Committee's recommendation	January 13, 2012
Final negotiation completed	January 19, 2012
Contract award	January 20, 2012

5. Scope of Work, Section A. General Requirements
 - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 2 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment

Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment

Articulated Dump Truck
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling

Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High
Reach

Pavement Repair/Maintenance

Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers

Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport

Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous

Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 3 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
- a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
 - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
 - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
 - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
 - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

AFFIDAVIT OF PUBLICATION

State of Hawaii)

) SS:

County of Hawaii)

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE:
Thursday, October 27, 2011 at 9:00 a.m. local time,
City Hall, 5th Fl. West, Finance Conference Rm.,
Tucson, AZ.

PROPOSAL DUE DATE:
MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M.
LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

(38109r1 Hawaii Tribune-Herald: October 17, 2011)

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of
HAWAII TRIBUNE-HERALD, a
newspaper published in the City of HILO,
State of Hawaii.

2. That the " The City of Tucson, AZ is requesting proposals...
to provide HEAVY EQUIPMENT,...(RFP No. 120377)....etc.,

”

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) _____

October 17, 2011, (etc.).

38109r1

Leilani K. R. Higaki

Subscribed and sworn to before me

this 21st day of October, 2011.

Sharon H. P. Ogata

SHARON H. P. OGATA

Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

REQUEST FOR PROPOSALS

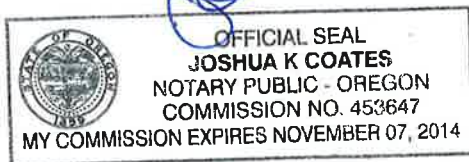
CITY OF TUCSON - HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

a printed copy of which is attached, was published in the entire issue of this newspaper for 1 time(s) in the following issues:

10/14/2011.



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



**CITY OF TUCSON
HEAVY EQUIPMENT, PARTS,
ACCESSORIES, SUPPLIES AND
RELATED SERVICES**

**Proposals due: 4:00pm, Nov. 14
REQUEST FOR PROPOSALS**

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com

PRE-PROPOSAL CONFERENCE:
Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
- MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME.

Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov
Published Oct. 14, 2011. 10178410SB-1t

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
Attn: TODD BISHOP THEROFF
1600 WESTGATE CIRCLE, SUITE 275
BRENTWOOD, TN 37027

Order No.: 10178410
Client's Reference No.:

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Emily Fernandez, Project & Support Supervisor
of THE STATE, and makes oath that the advertisement,

RFP - #120377 – City of Tucson AZ – Heavy equipment, parts, accessories

was inserted in THE STATE, a daily newspaper of general circulation published in
the City of Columbia, State and County aforesaid, in the issue(s) of

October 20, 2011

Emily Fernandez

Subscribed and sworn to before me

on this day October 21, 2011

Philip F. Herrema

Notary Public

My commission expires
March 10, 2013

*"Errors- the liability of the publisher on account of errors in
or omissions from any advertisement will in no way exceed
the amount of the charge for the space occupied by the item in
error, and then only for the first incorrect insertion."*

RFP
The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.
PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.
PROPOSAL DUE DATE: MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M. LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucson-az.gov.
15766

Affidavit of Publication

STATE OF WASHINGTON
County of Thurston County

ss.

Legal#1339

The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

PRE-PROPOSAL CONFERENCE: Thursday, October 27, 2011 at 9:00 a.m. local time, City Hall, 5th Fl. West, Finance Conference Rm., Tucson, AZ.

PROPOSAL DUE DATE:
MONDAY, NOVEMBER 14, 2011 AT 4:00 P.M.
LOCAL TIME. Contact Victoria Cortinas at Victoria.cortinas@tucsonaz.gov.

Publish Oct 14, 2011

The undersigned being first duly sworn on oath deposed and says:
That she is the Principal Clerk of The Olympian which is a legal newspaper printed and published in the city of Olympia, Thurston County, Washington: of general circulation in said City, County and State;

that the
In the case of

**Request for Proposals
Heavy Equipment, Parts, Accessories,
Supplies and Related Services RFP#120377 –
National IPA**

of which the attached is a printed copy, was published in said newspaper:

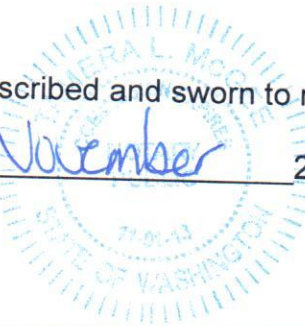
On the	14 th	day of	October	2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011

that the said newspaper was generally circulated during all of said time, and has been published for more than six months prior to the dates of the publication of this legal document, and that said notice was published in the newspaper proper and not in supplement form.

The amount of fee charged for this publication – **\$112.75**

Levy Nelson
Principal Clerk

Subscribed and sworn to me this 4th day of
November 2011



Janera L. McGee
Notary Public in and for the State of Washington
Residing at Olympia, Thurston County, Washington

The Olympian has been appointed as a legal newspaper by order of the Superior Court of the State of Washington for Thurston County, dated July 10, 1941, in the county in which said newspaper is published in accordance with RCW 65.16.020 and RCW 63.16.040.

Note – The above affidavit and fee is in compliance with RCW 63.16.030 and Sec. 3, Chapter 34, Laws of 1977.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: FOUR (4)
PAGE 1 of 1
JM
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature Date 3-12-2013

Jason Walker - Governmental Sales

Typed Name and Title

Caterpillar Inc.

Company Name

100 NE Adams

Address

walker_jason_c@cat.com

Email Address

Peoria

City

Illinois

State

61629-1345

Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 18 DAY
OF March, 2013, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:


HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature Date 1-7-2013

JASON WALKER - GOVERNMENTAL SALES
Typed Name and Title

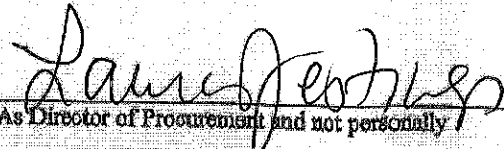
CATERPILLAR
Company Name

100 N G ROOM 3
Address

WALKER - JASON - C @ CAT.COM
Email Address

PEORIA IL 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 8 DAY
OF Jan, 2013, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

Caterpillar Product and Service Pricing

<u>Model</u>	<u>Minimum Member Discount</u>
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment - subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools - pricing to be negotiated with local participating dealer
- Rentals - product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) - product pricing to be negotiated with local participating dealer
- Parts - product pricing to be negotiated with local participating dealer
- Service/Repair - product pricing to be negotiated with local participating dealer
- Extended Warranties - product pricing to be negotiated with local participating dealer
- Maintenance Agreements - product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options - to be negotiated with local participating dealer

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
Product:		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Asphalt Pavers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP255	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642
Asphalt Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CD44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Soil Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
NJPA Contract CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
CS74	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CS423	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP44		\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP76	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP323	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CP433	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

Track Type Tractors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D4K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,809	\$5,175	\$2,942	\$4,364	\$1,314	\$6,527	\$6,969	\$9,296	\$9,061	\$5,724	\$3,232
	11	\$5,250	\$7,458	\$5,219	\$4,943	\$3,232	\$5,128	\$4,899	\$6,917	\$6,260	\$3,767	\$3,290
D6T	4	\$4,906	\$6,624	\$4,796	\$2,795	\$5,796	\$4,644	\$7,121	\$9,722	\$9,294	\$3,036	\$5,658
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D7E	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8T	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$8,321	\$15,931	\$9,984	\$6,823	\$15,277	\$10,637	\$15,346	\$20,653	\$21,052	\$7,790	\$13,058

Integrated Tool Carriers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT38	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

**WPA Contract
Wheeled Excavators**

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
Cold Planners												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
Pneumatic Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
Rotary Mixers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529
Towed Scrapers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
Motor Graders												
Unit	Ship From	1	2	3	4	5	6		8	9	10	11
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
NJPA Contract 160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
Product:		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Skid Steer Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Multi Terrain Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Compact Track Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
Hydraulic Excavators												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJPA Contract	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
301.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.6	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.4	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
313	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
NJPA Contract	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
315	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
316	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
318	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
319	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
320	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
321	5	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
322	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
324	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
325	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
328	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	4	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
336	4	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Wheel Tractor Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contract 613	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
Articulated Trucks												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926
Wheeled Dozers												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
Landfill Compactors												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
Wheel Loaders												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NJPA Contract 907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,962	\$5,800	\$3,635	\$2,124	\$5,589	\$3,892	\$5,614	\$8,557	\$8,723	\$2,836	\$4,778
950	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
962	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
966	4	\$4,239	\$6,322	\$3,962	\$2,316	\$6,093	\$4,242	\$6,119	\$9,327	\$9,507	\$3,090	\$5,208
972	4	\$4,860	\$7,114	\$4,459	\$2,605	\$6,856	\$4,775	\$6,886	\$10,498	\$10,699	\$3,479	\$5,861
980	4	\$11,983	\$17,625	\$9,283	\$10,161	\$10,577	\$6,504	\$8,578	\$18,791	\$20,084	\$5,044	\$9,952

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
963	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

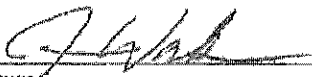
SCOPE OF SERVICES, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non-CAT accessories, parts or equipment are determined by each local participating dealer.

In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 11/1/2012

Jason Walker - Governmental Sales
Typed Name and Title

Caterpillar
Company Name

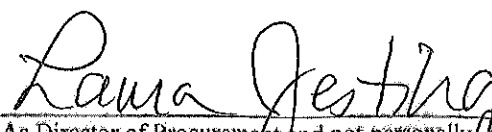
100 NE Adams
Address

Walker_jason_e@cat.com
Email Address

Peoria Illinois 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 2 DAY
OF Nov, 2012, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
SD
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

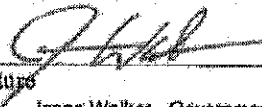
The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.



Signature Date
Jason Walker - Governmental Sales

Typed Name and Title
Caterpillar

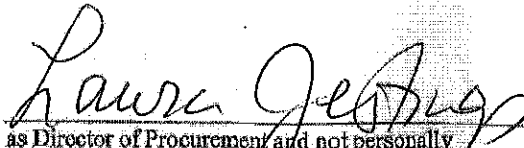
Company Name
100 NE Adams

Address
Walker Jason_C@cat.com

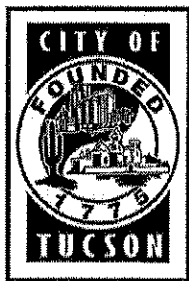
Email Address
Peoria IL 61629

City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 29 DAY
OF Aug, 2012, AT TUCSON, ARIZONA.



as Director of Procurement and not personally



CITY OF TUCSON CONTRACT #120377

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT is made and entered into this 1st day of May, 2012, by and between the **CITY OF TUCSON**, hereinafter referred to as the "City", and **CATERPILLAR, INC.**, hereinafter referred to as the "Contractor" for **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**.

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

SCOPE OF SERVICES

PRODUCT OFFERING

The products offered under this Contract are identified in **Attachment A: Caterpillar Equipment Discounts and Freight**. For more information on these specific products, go to www.cat.com.

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the www.Cat.com site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

PRICING

Pricing under this contract is listed in **Attachment A, Caterpillar Equipment Discounts and Freights**. Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

WARRANTY

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

140M2 Motor Grader

	<u>Months</u>	<u>Hours</u>
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties**.

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

DEALER SERVICES

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays' and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly \$18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:
 - a. Copy of Contractor's order to the factory.
 - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
 - c. Factory generated computer status reports.
 - d. Notification to the City of any changes in production or shipping dates.
 - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
 - a. Invoice
 - b. Warranty document
 - c. Level 1 Inspection
 - d. Required manuals

The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

Cat Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - <http://www.cat.com/cda/layout?m=38000&x=7>.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit SAFETY.CAT.COM™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
-------------------	---------------------

Workmen's Compensation Employer's Liability	Statute \$100,000
--	----------------------

Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
---	---

Comprehensive Automobile Including: (1) Non-Owned (2) Leased	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage
---	---

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. PAYMENTS: All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR: In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. PRICE ADJUSTMENT: The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the authority, with the concurrence of the Contactor to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. LICENSES:** 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 as applicable to this Contract.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

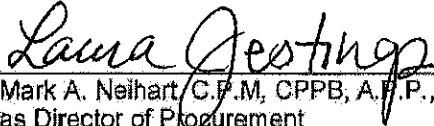
Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

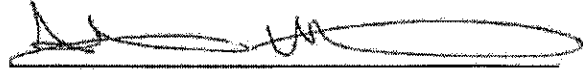
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:



Mark A. Neihart, C.F.M., CPPB, A.P.P., CPM
as Director of Procurement
and Not Personally

CATERPILLAR, INC

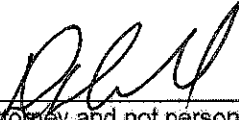


Steve Hinton
North American Marketing Manager
Caterpillar, Inc.
100 NE Adams
Peoria, IL 61629

Contract contact:

Jason Walker
Government Sales Consultant
309-675-4095
Walker_jason_c@cat.com

Approved as to form this 2nd day of May, 2012.

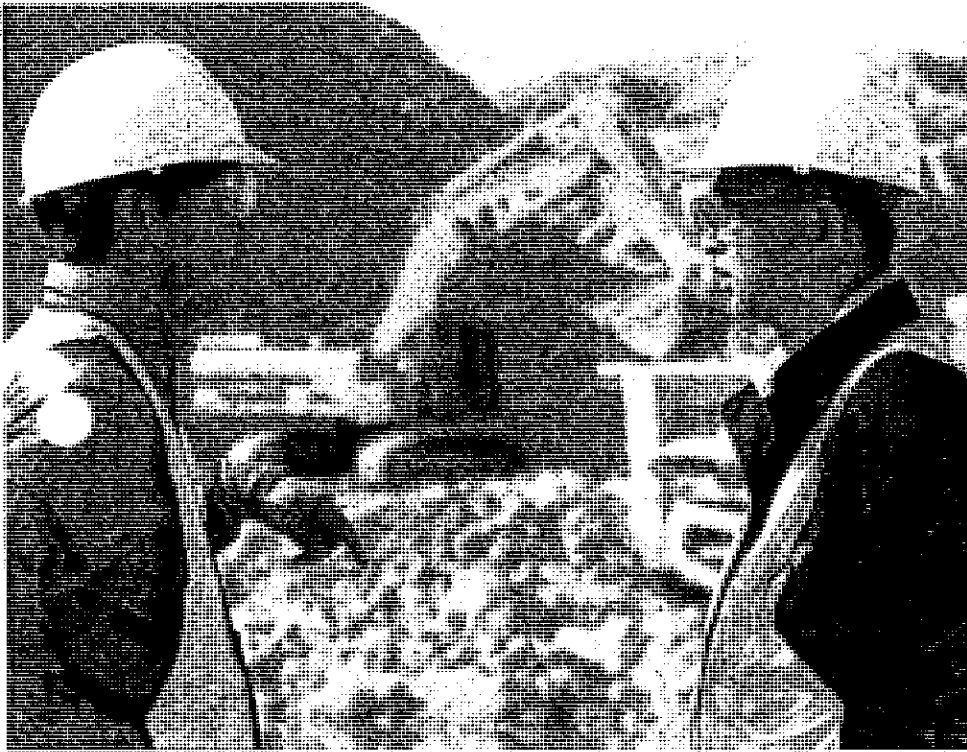


As Tucson City Attorney and not personally

**CITY OF TUCSON
CONTRACT 120377**

**ATTACHMENT A:
CATERPILLAR EQUIPMENT DISCOUNTS
AND FREIGHTS**

THE RIGHT MACHINE THE RIGHT PLAN



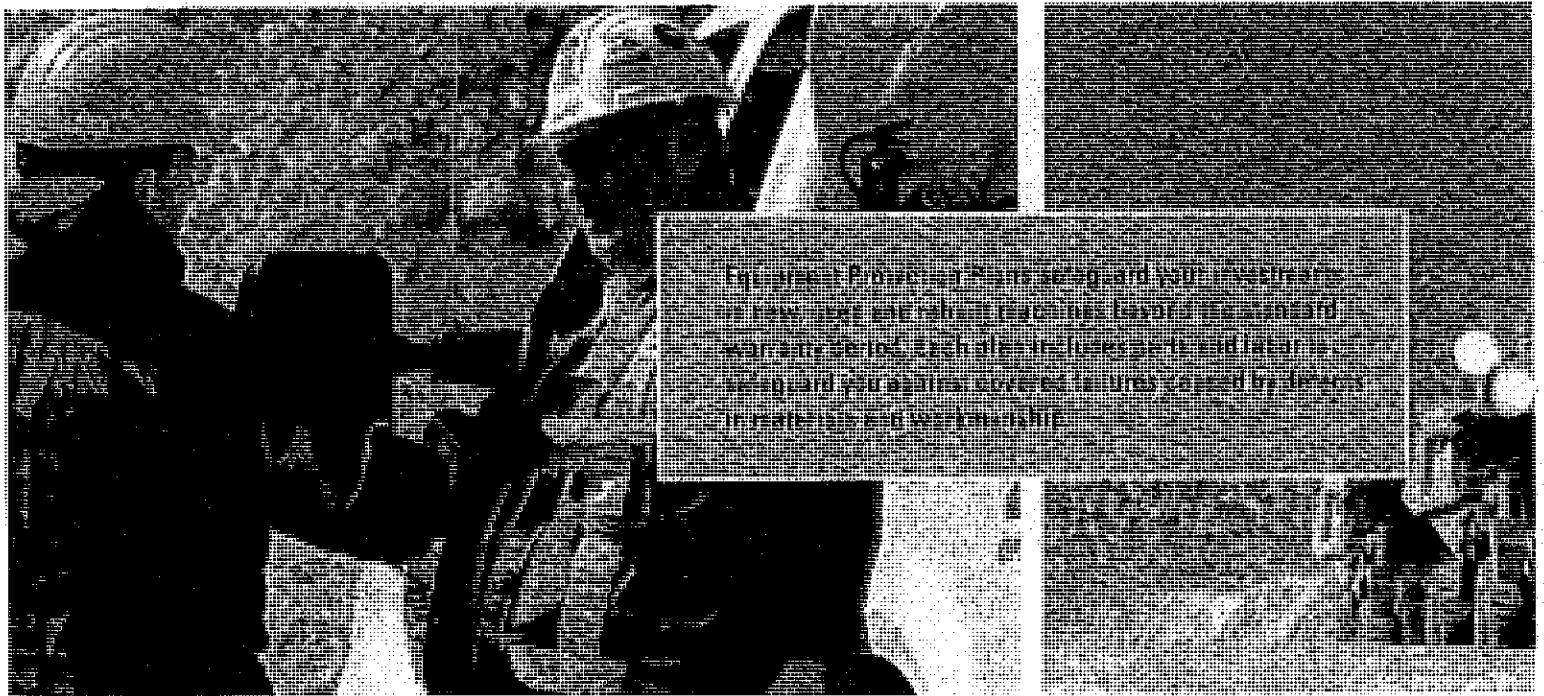
Cat® Equipment Protection Plans

CAT®

CONTROL YOUR COSTS MINIMIZE YOUR RISKS

You expect high performance from your people and your machines. If you're like a lot of equipment owners, you've also become something of an expert in risk management. You know that unexpected repairs can mean downtime—and put a crimp in your cash flow.

Your original Caterpillar warranty provides months of worry-free operation. But your machines are designed for years of productivity. Fortunately, the cost of unexpected repairs can be controlled—with a Cat® Equipment Protection Plan.



Three levels of protection are available: Powertrain, Powertrain+ Hydraulics and the most comprehensive coverage option, Premier.* You can further tailor these plans to your specific needs by selecting from a wide variety of years/hours combinations. You'll find an extensive list of many included components in the back of this document.

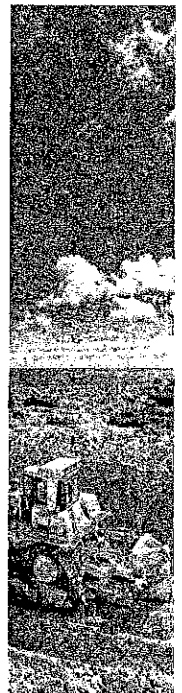
Equipment Protection Plan benefits

- Provides the highest level of repair cost control available
- Tailored coverage to meet your needs
- Safeguards your investment beyond the standard warranty period
- Backed by the global resources of Caterpillar

*Product availability varies by region.

Equipment Protection Plans are available for many Cat products, including:
 New equipment • Used equipment • Certified Rebuild products • Certified
 Powertrain Rebuild products • Hydraulic hammers • Telehandlers

Also available for machine control and guidance technology, including:
 AccuGrade™ Grade Control System • CAES • AQUILA™ Drill and Dragline
 Systems • MineStar™ System components



What your Cat dealer does

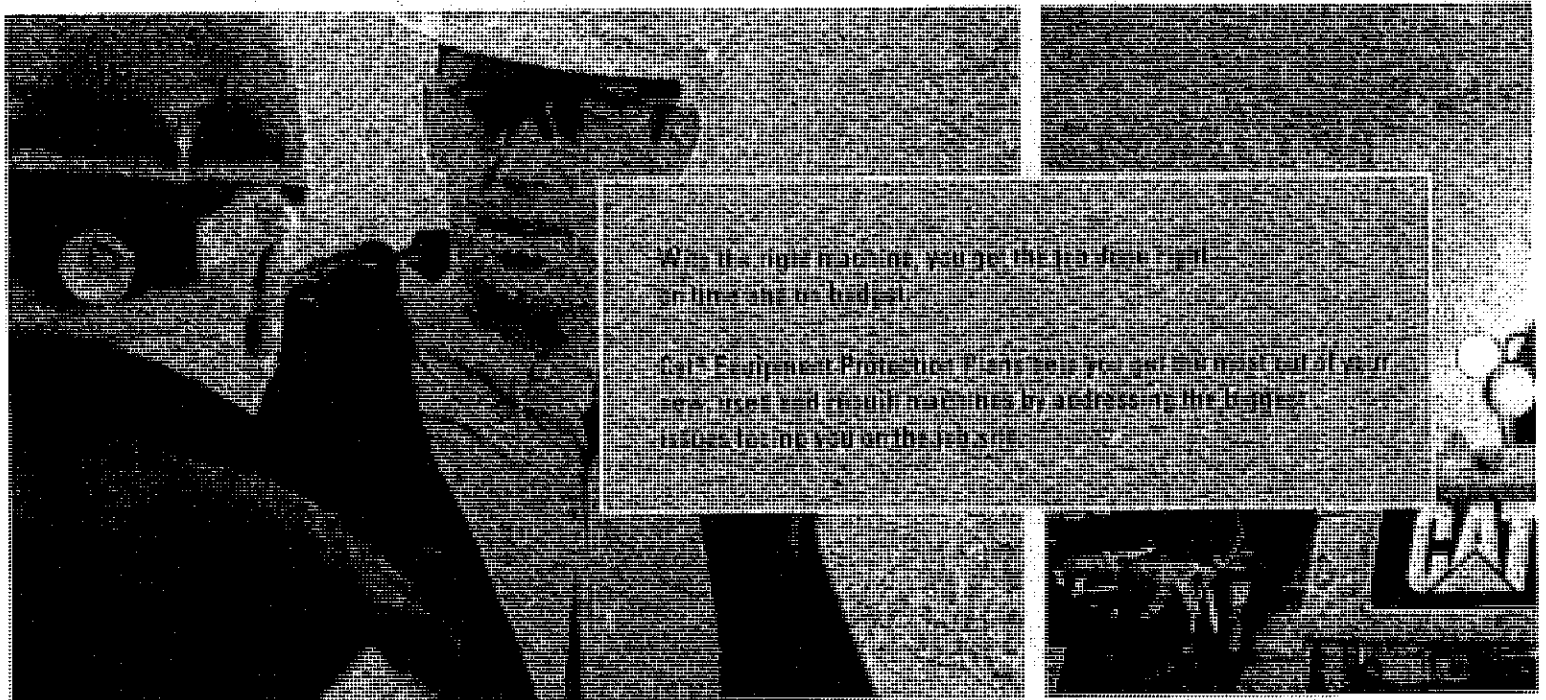
- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

What you do

- Operate equipment according to the Cat Operation & Maintenance Manual (OMM)
- Have recommended preventive maintenance performed at intervals specified in the OMM
- Upon request, provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices)
- Promptly provide the machine for repair in the event of a covered failure



YOU KNOW WHAT IT MEANS TO HAVE THE RIGHT MACHINE FOR THE JOB



With the right machine, you get the most out of your investment.

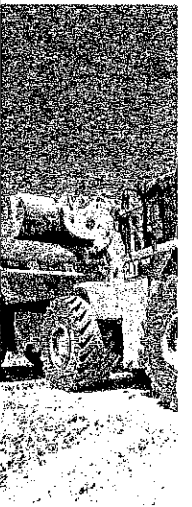
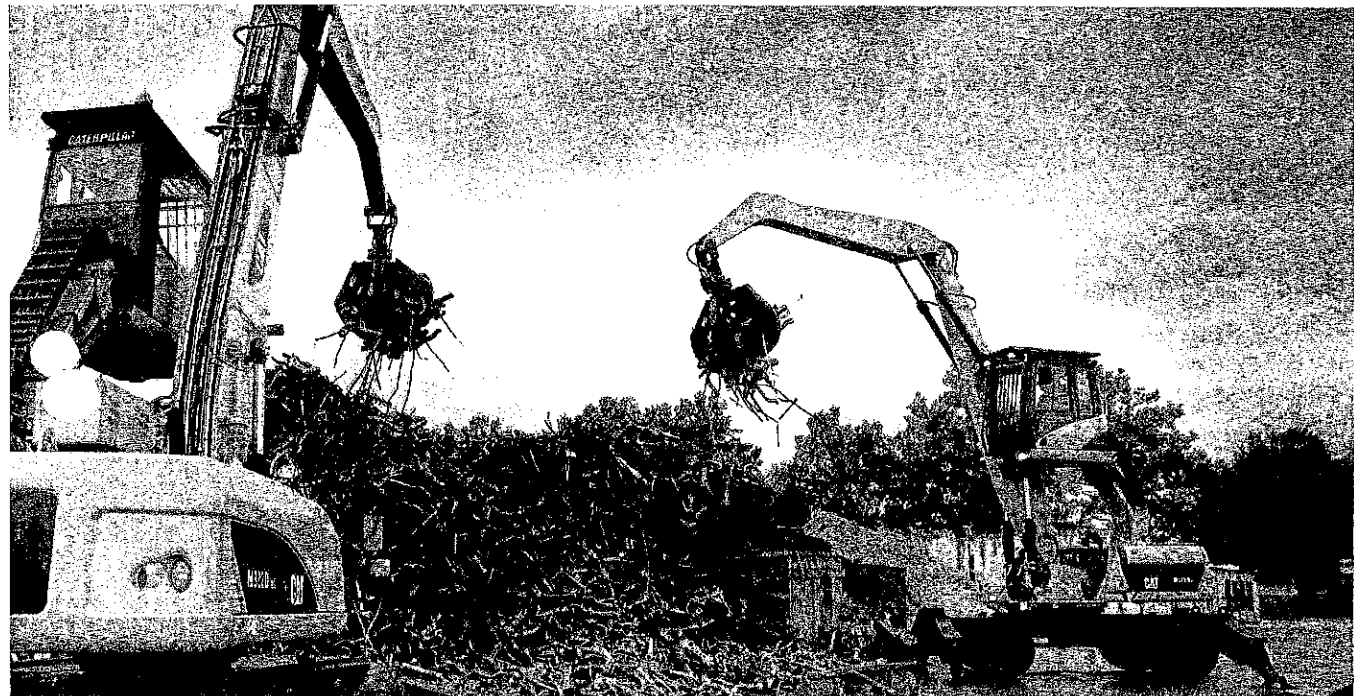
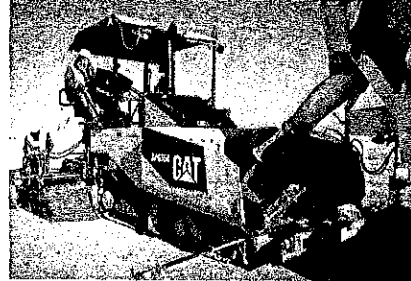
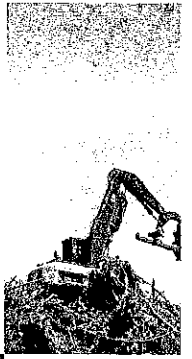
Cat's Equipment Protection Plan helps you get the most out of your new, used and rebuilt machines by addressing the biggest issues facing you on the job site.

Control your costs

An unexpected equipment failure can play havoc on your schedule. With an Equipment Protection Plan, trained dealer technicians bring your machine back to the correct operating specifications using genuine Cat parts. And when it comes time to sell, you have documented repair records and possibly a transferable plan—increasing the chances of getting top dollar for your equipment.

Maximize your productivity

Cat technicians are preventive maintenance experts, and they can help with unforeseen repairs as well. A Cat Equipment Protection Plan helps you understand and lock in costs up front, which lets you focus on managing your business, not your repairs.



Get the expertise you need

An experienced crew of mechanics is central to keeping your business running efficiently. But when you're running lean, you may not have all the people you need on staff. Fortunately, your Cat® dealer has invested heavily in training and proper tooling. An Equipment Protection Plan is one more way to ensure you are getting the most from your machine.

Focus on safety

Our technicians have the experience, training and tooling to complete repairs effectively and safely. When your machine returns to the job, you can be confident that correct operation specifications have been restored.

Keep pace with regulations

In a highly regulated environment, it's important to have a business partner who understands how to support your business. Cat Equipment Protection Plans ensure you retain affordable access to Cat dealer expertise.

COVERED COMPONENTS

PREMIER POWERTRAIN+HYDRAULICS POWERTRAIN

■ PREMIER

Our most comprehensive coverage option, Premier coverage includes Powertrain+Hydraulics components, as well as additional electrical and structural components.

Engine & Accessories

Engine - Internal Components	
Oil Cooler	
Radiator	
Exhaust / Muffler	
Manifolds	
Fan Motor	
Water Pump	
Fuel Injection Pumps	
Injectors	
Lift / Transfer Pump	
Senders / Solenoids / Sensors	
Thermostat	
Flywheel & Torque Converter	
Engine Oil Filter Mount	
Turbocharger	
Starter	
Alternator	
AC Compressor / Condenser	
Electronic Control Modules	
Governor / Speed Controls & Linkages	
Fuel Lines	
Fuel Tank & Assoc. Parts	
Water Piping	
Oil Hoses / Lines (non-hydrostatic)	
Cylinder Block	
Piston	
Piston Rings	
Piston & Connecting Rod	
Crankshaft, Main Bearings & Rod	
Bearings	
Camshaft & Camshaft Bearings	
Timing / Accessory Gears	
Timing Chain / Belt	
Cylinder Head	
Inlet / Exhaust Valve	
Valve Cover & Base	
Valve Spring & Guide	
Rocker Arm	

Engine & Accessories (Continues)

Rocker Shaft Assembly	
Push Rod	
Balancer	
Fuel Pump / Governor Drive	
Oil Pump	
Oil Pan Group	
Fan & Fan Drive	

Transmission

Transmissions	
Transmission Oil Lines	
Hydraulic Controls	
Transmission Oil Filter Base	
Transmission Gears	
Final Drives / Planetary	
Drive Shafts	
Transfer Case	
Wet Brake Assemblies	
Hydrostatic Pumps & Drive Motors	
Linkage / lines Connected to Hystat Pump	
Drive (pilot / eh) Control Valves	
Senders / Sensors	
Powertrain Transmission Lines / Hoses	
Transmission Oil Tank	
Drive Train Oil Lines	
Bevel and Transfer Case	

Drive Line/Drive Axle

Axles	
Axle Seals	
Final Drive & Wheel	
Final Drive Case / Bore	
Final Drive Chain	
Final Drive Gears	
Axle Shaft	
Drive Axle Oil Pump	
Universal Joint	



POWERTRAIN+HYDRAULICS

Coverage includes powertrain components, as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control.

Steering

Steering Clutch	
Steering Clutch & Brake Control Valve	
Steering Gear & Valve	
Power Steering Logic Module	
Steering Linkage	
Steering Column	
Steering Console	
Tie Rod	

Hydraulic Systems

Hydraulic / Steering Hoses & Lines	
Hydraulic Cylinders	
Hydraulic Valves & Controls	
Hydraulic Accumulators	
Hydraulic Oil Coolers	
Hoses and Lines	
Hydraulic Swivels	
Hydraulic Oil Filter Mount	
Hydraulic Oil Temperature Sensor	
Hydraulic Oil Filter Base	
Hydraulic Tanks	

Suspension

Automatic Grade Control	
Axle Spring	
Bogie Suspension	
Cross Slope Control	
Equalizer Bar	
Equalizer Bar Center Pin Support	
Equalizer Bar Support	
Stabilizer	
Suspension Control	
Suspension Control Valve	
Suspension Cylinder	

POWERTRAIN

Powertrain components produce, transmit or control engine horsepower for moving the machine. Coverage includes several major powertrain component categories.

Braking System

Brake Master Cylinder	
Vacuum Pump	
Wheel Cylinder	
Brake Caliper, Head Assembly	
Control Valves	
Brake Lines	
Accumulator	

Electrical & Interior

Gauges/Indicators/Instruments	
Wiring harnesses	
Switches	
Relays / Circuit breakers	
Generator	
Alternator/Generator Battery Charger	
Main Power Relay	
Start Switch	
Fuse / Circuit Breaker Panel	
Circuit Board	

Frames & Linkages

Chassis/Implement Frames	
Weldment	
Carbody	
Main Frame	

Undercarriage

Track Roller Frame	
Track Adjuster	
Recoil Spring	

CAT® EQUIPMENT PROTECTION PLAN EXCLUSIONS

Equipment is not covered if it may not be included in the plan. Other exclusions include:

Examples of covered and excluded components or items are listed below. The actual master contract will govern. For a complete list of excluded components and more information on Cat Equipment Protection Plans, contact your dealer.

MAKE THE BEST DECISIONS FOR YOUR BUSINESS

Equipment Financing

Caterpillar Financial Services Corporation (Caterpillar Financial) provides a variety of financing solutions for the equipment needs of our customers. Caterpillar Financial is a subsidiary of Caterpillar Inc. and is a member of the Caterpillar Financial Group.

Equipment Leasing

Caterpillar Financial offers a variety of leasing solutions for the equipment needs of our customers. Caterpillar Financial is a subsidiary of Caterpillar Inc. and is a member of the Caterpillar Financial Group.

Equipment Insurance and Maintenance

Caterpillar Financial offers a variety of insurance and maintenance solutions for the equipment needs of our customers. Caterpillar Financial is a subsidiary of Caterpillar Inc. and is a member of the Caterpillar Financial Group.

Equipment Repair and Service

Caterpillar Financial offers a variety of repair and service solutions for the equipment needs of our customers. Caterpillar Financial is a subsidiary of Caterpillar Inc. and is a member of the Caterpillar Financial Group.

Equipment Management Solutions

Caterpillar Financial offers a variety of management solutions for the equipment needs of our customers. Caterpillar Financial is a subsidiary of Caterpillar Inc. and is a member of the Caterpillar Financial Group.

Caterpillar

Caterpillar Inc. is a leading manufacturer of construction and mining equipment.

The information contained herein is provided solely for general information purposes and is not intended to be a solicitation or an offer to sell any product or service, nor is the information a complete description of all the terms, conditions and exclusions applicable to the products and services described. For complete descriptions of the terms, conditions and exclusions of the Equipment Protection Plan, or other products and services, please contact your Cat dealer. The products and services referred to herein may not be available in all jurisdictions.

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Effective with sales to the first user on or after July 1, 2011

CATERPILLAR LIMITED WARRANTY

New Vocational On-Highway Trucks USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new vocational on-highway trucks sold by it and operating within the geographic area serviced by authorized USA and Canada Cat Dealers to be free from defects in material and workmanship.

In other areas, different warranties apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc., 100 N.E. Adams St., Peoria, IL USA 61629.

This warranty is subject to the following:

Warranty Period

The standard warranty period for the basic vehicle is 12 months from new vehicle delivery date, regardless of distance traveled. Exceptions are listed in Limitations. Components given additional warranty coverage and the warranty period are listed in the table *Warranty Coverage Schedule Table*.

This warranty is automatically transferrable to subsequent owners at no charge. Visit your local Dealer for name and address change information.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, as applicable, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- If the defective part or assembled component was installed by Caterpillar, a Cat dealer, or other authorized source, provide reasonable or customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.
- During the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- For CT11/CT13 engine failures: Provide reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.

- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel expenses not covered under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Allowing Caterpillar access to all electronically stored data.
- After the first 90 days from delivery to the first user, perform: 1) Correction of loose fasteners, squeaks, rattles and unusual noises. 2) Reasonable or customary towing to the nearest authorized repair facility, if the vehicle is inoperable or continued operation would result in additional damage, except warrantable CT11/CT13 engine failures. 3) Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels).
- Performing all required maintenance (including tune-ups, tire balancing and use of proper fuel, oil, lubricants, and coolant) and replacing normal wear and tear items including brake/clutch lining, windshield wiper blades and other similar parts required to keep vehicle in good working condition.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, improper maintenance, improper operation, improper repair, or an accident.
- Failures resulting from unauthorized alterations or modifications or that occur on a vehicle where the odometer reading has been altered.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustment, and unauthorized fuel-setting changes.
- Failures of or resulting from the following components/items: 1) Those warranted separately by their respective manufacturers (e.g., tires & tubes, transmissions, radios, lubricants, etc.), including the Cat CX-31 transmission, which is covered under the terms of a separate Caterpillar warranty. 2) Bodies, equipment, and accessories installed after delivery to the first user by other than authorized Caterpillar employees and Cat Dealers. 3) Front and rear axle alignment.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

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Warranty Coverage Schedule Table		
Items Covered	Months	Miles/Km(000)
Basic Vehicle Coverage		
Basic Vehicle Warranty	12	Unlimited
Towing (Vehicles with CT11/13 engine failures only)	24	Unlimited
Components		
Frame Side Rails	60	Unlimited
Cab/Cowl Structure	60	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited
Brightwork, Chassis Paint and Corrosion (other than cab)	6	Unlimited
Cab Paint and Paint Adhesion	12	100/160
Engine		
Fire Trucks, Ambulances, Emergency Rescue application only		
Engine (CT11/CT13)	60	100/160
Non Rescue Applications		
Engine (CT11/CT13)	24	Unlimited
Engine (CT11/CT13) Injection Nozzles	24	150/240
Engine (CT11/CT13) Major Components	60	500/800
Drivetrain		
<u>Rear Axle Weight Ratings greater than 52,000-lb</u>		
Front Axle Assembly	12	Unlimited
Rear Axle and Differential	12	Unlimited
Transmission	12	Unlimited
<u>Rear Axle Weight Ratings of 52,000-lb and Less</u>		
Front Axle Assembly	36	300/480
Rear Axle and Differential	36	300/480
Transmission	36	300/480
Drivetrain Components-As Warranted By Suppliers		
The drivetrain supplier may offer additional warranty coverage beyond 36 months/300,000 miles (480,000 Km) as part of their standard warranty.		
For information regarding additional supplier coverages, please refer to specific policies from supplier warranty statements. You may acquire these materials from the supplier direct or your local Cat Dealer.		
Engine Major Components: Cylinder block, main bearing bolts, cylinder head casting and capscrews, crankshaft, camshaft, cam follower assembly, connecting rods/caps/bolts, intake manifold castings, gear train gear(s).		

NOTE: Any failures resulting from improper installation or connections by a third party with the truck components are not the responsibility of Caterpillar.

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after June 1, 2010

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for new rubber track used on Multi Terrain Loaders, and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new rubber track used on Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

$$\frac{\text{Track hours}}{1500 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

User Allowance for Compact Track Loaders:

$$\frac{\text{Track hours}}{1000 \text{ hours}} \times 100 = \text{User Cost (\%)}$$

- Provide reasonable and customary labor required to correct the defect, including track removal and installation, if required.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after August 15, 2010

CATERPILLAR LIMITED WARRANTY

New, Classic™ Parts, and Remanufactured Parts and Assembled Components, Cat Reman® Replacement Engines (for Cat® Machines), and Attachments Not Installed Prior to Delivery

Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants the following products (and every major component thereof) sold by it to be free from defects in material and workmanship:

- New and remanufactured parts and assembled components (see exceptions below).
- Cat Reman® engines used as replacements in Cat® machines.
- Caterpillar Large Mining (LM) Series Ground Engaging Tools, which consist of Mining Series Adapters (MSA), Mining Series Retention (MSR), and Mining Series Tips (MST) products.
- Classic™ Parts used in authorized models.
- Attachments not installed prior to delivery.

An additional warranty against breakage is applicable to certain Caterpillar brand Ground Engaging Tools. Also, an additional warranty against wear is applicable to all landfill compactor tips. Refer to the applicable warranty statement for coverage detail.

This warranty does not apply to Cat batteries and new and remanufactured parts and assembled components sold for use in on-highway vehicle applications, petroleum applications, and gas compression applications. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

The warranty period is as specified:

- For new and remanufactured parts and assembled components installed in 3500 and 3600 Family engines used in locomotive applications: 12 months, starting from the date the product is installed or 15 months from the date of sale to the first user, whichever occurs first.
- For all other products and applications: 6 months starting from date of sale to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Classic Parts, and remanufactured or Caterpillar approved repaired parts, assembled components, Cat Reman engines or attachments needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- In the case of assembled components, provide reasonable and customary repair labor needed to correct the defect, excluding assembled component removal and installation labor.

- In the case of Cat Reman replacement engines (for Cat machines), provide reasonable and customary repair labor needed to correct the defect, excluding engine removal and installation labor.

User Responsibilities

The user is responsible for:

- Providing proof of sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and replacement of items due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

(Continued on reverse side)

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold by Caterpillar.

- Failures resulting from abuse, neglect, and/or improper repair, including installation of parts and assembled components in contaminated systems.
- Failure resulting from Classic Parts being used in non-authorized models.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after May 1, 2010

CATERPILLAR LIMITED WARRANTY

Caterpillar Work Tools

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Work Tools sold by it to be free from defects in material and workmanship.

An additional warranty against breakage may apply to certain Caterpillar Ground Engaging Tools ("GET"). Also, an additional warranty against wear is applicable to certain weld-on landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty is subject to the following:

Warranty Period

For tools used solely in snow applications, the warranty period is 24 months.

For work tool line's quick connect/disconnect components sold on serialized tools for compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loaders, the warranty period is 3 months after the date of delivery to the first user.

For all other tools, the warranty period is 12 months starting from date of delivery or sale to the first user.

Note: Hammer tool points, compacting plates, shear cutting knives, and crusher and pulverize knives and teeth are not warranted.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.

- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date or sale date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.

- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.

- Giving timely notice of a warrantable failure and promptly making the product available for repair.

- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.

- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel-setting changes.

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For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after November 1, 2010

CATERPILLAR LIMITED WARRANTY

For Selected Machine Models Designated by Caterpillar With 12 Month/Unlimited Hour Warranty Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following products sold by it to be free from defects in material and workmanship:

This warranty does not apply to new replacement engines.

This warranty does not apply to selected models or new replacement engines designated by Caterpillar in India and China.

(In other areas different warranties may apply. Copies of applicable warranties may be obtained by writing to Caterpillar Inc., 100 N.E. Adams St., Peoria, IL 61629.)

- New earthmoving, construction, material handling, forestry product, paving product, compact wheel loader, mini hydraulic excavator, skid steer loader, multi terrain loader, and compact track loader machines designated by Caterpillar as having 12 -months/unlimited hour warranty. See your Cat dealer for a complete listing of covered models.
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

An additional warranty against breakage is applicable to certain Cat ground engaging tools. An additional warranty against wear is applicable to all landfill compactor tips when used in residential waste landfills. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to Cat batteries, Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators, or Cat Work Tools, which are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note: For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, except in the case of a new replacement engine originally installed by other than a Cat dealer or source approved by Caterpillar. In this

case, labor is limited to repair only, and removal and installation is the user's responsibility.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those, that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

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Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

- Failures resulting from abuse, neglect, and/or improper repair.

- Failures resulting from user's delay in making the product available after being notified of a potential product problem.

- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

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CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Effective with sales to the first user on or after December 1, 2010

CATERPILLAR LIMITED WARRANTY

Industrial, Petroleum, Locomotive, and Agriculture Engine Products and Electric Power Generation Products Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new and remanufactured engines and electric power generation products sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty does not apply to Caterpillar Motoren (CM) product; engines sold for use in on-highway vehicle or marine applications; engines in machines manufactured by or for Caterpillar; 3500 and 3600 Family engines used in locomotive applications; 3000 Family engines, C0.5 through C4.4 and ACERT (C6.6, C7, C7.1, C9, C9.3, C11, C13, C15, C18, C27, and C32) engines used in industrial applications; or Cat batteries. These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- For new industrial engines, engines in a petroleum applications or Petroleum Power Systems, or engines in a Locomotive application, or Uninterruptible Power Supply (UPS) systems, the warranty period is 12 months after date of delivery to the first user.
- For Mobile Agricultural applications the warranty period is 24 months after date of delivery to the first user.
- For controls only (EPIC), configurable, and custom switchgear products, as well as automatic transfer switch products, the warranty period is 24 months after date of delivery to the first user.
- For electric power generation products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.

- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, Remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved repaired parts or assembled components provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For new 3114, 3116, and 3126 engines and electric power generation products (including any new products of other

manufacturers packaged and sold by Caterpillar):

- Provide travel labor, up to four hours round trip, if in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Cat dealer or other source approved by Caterpillar (travel labor in excess of four hours round trip, and any meals, mileage, lodging, etc. is the user's responsibility).

For all other products:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage, and lodging, when Caterpillar chooses to make the repair on-site.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

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- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repairs or adjustments, and unauthorized fuel setting changes.

- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the engine or electric power generation product (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

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IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or electric power generation products, operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, Mossville, IL 61552-0610, Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: Contact your Cat dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

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CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 120377
PROPOSAL DUE DATE: NOVEMBER 14, 2011, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: OCTOBER 27, 2011
TIME: 9:00 A.M. LOCAL AZ TIME
LOCATION: CITY HALL, FINANCE CONFERENCE ROOM
255 W. ALAMEDA, 5TH FLOOR, TUCSON, AZ

CONFERENCE CALL NUMBER: 1-888-394-8197; PASSCODE: 640963

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd

PUBLISH DATE: October 12, 2011

INTRODUCTION/ BACKGROUND

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**. The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm(s) that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A). The City reserves the right to deem submissions that do not include a response to the National IPA documents as non-responsive.

The City anticipates spending approximately \$15 million over the full potential Master Agreement term for heavy equipment. For this fiscal year, the City anticipates purchasing an excavator and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of heavy equipment purchased under the Master Agreement through National IPA is approximately \$100,000,000. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 14, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 15, 2011 – January 18, 2012
Vendor Interview / Demonstration	December 7-9, 2011
Evaluation Committee's recommendation	January 4, 2012
Final negotiation completed	January 4-10, 2012
Contract award & issuance of purchase order	January 15, 2012

SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

- a. Have a strong national presence in the heavy equipment industry.
- b. Have a distribution model capable of delivering heavy equipment nationwide.
- c. Have a demonstrated sales presence.
- d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
- e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:

- a. Copy of Contractor's order to the factory.
- b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
- c. Factory generated computer status reports.
- d. Notification to the City of any changes in production or shipping dates.
- e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

- a. Invoice

- b. Warranty document
- c. Level 1 Inspection
- d. Required manuals

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.
6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at not additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more that one working day from date of notification.
7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.
8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within 125 mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle (s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the City expects the Contractor to provide a response within 60 minutes.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to the following.

Landfill Equipment:

Landfill Dozers
Landfill Compactors
Landfill Scraper

Material Handling

Fork Lift
Crane / Wheeled
Crane / Track

Construction Equipment

Air Compressor
Articulated Dump Truck
Asphalt Cold Planer
Asphalt Rotary Mixer
Bucket Truck
Cement Mixer
Chip Spreader
Crack Sealer
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Ice Resurfacer
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Patcher Truck

Paver / Tracked
Paver / Wheeled
Rollers / Drum / Vibrate
Rollers / wheeled / Pneumatic
Rollers / Drum / Wheeled
Scrapers
Skid Steer Loaders
Soil Compactors
Sweeper / Scrubber
Sweeper / Street
Sweeper / walkway
Trailer / Tilt
Trailer / Flatbed
Trailer / Drop Neck
Trailer / Utility
Trencher
Water Truck
Water Wagon

2. **CURRENT EQUIPMENT AND PRODUCTS:** All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
3. **PRICING:** Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Financing Options:** The ability to provide financing options.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.

h. **Green/Sustainability Program:**

1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit 3 electronic copies of the complete proposal response on cd, jump drive or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted in a separate file on the cd, jump drive or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 23. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 24. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 25. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach**
- B. Price Proposal**
- C. Qualifications & Experience**

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

- 1. National Program
 - a. Provide a response to the national program include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract and provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement, example.
- 2. Distribution Network
 - a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have “on-hand” and those that must be ordered.
 - b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
 - c. Provide the number, size and location of your firm’s manufacturing, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.
 - d. Describe your dealer network and their role in providing products, services, etc. under this contract.
- 3. Product
 - a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:
 - 1. Identification and description of equipment categories offered.
 - 2. Identification and description of sub categories.
 - 3. Identify accessories, parts, services, etc. that are available through the manufacturer.
 - 4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
 - 5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

- b. Describe your warranty program, including
 - 1. Types of warranties available (by category or equipment)
 - 2. Describe your warranty claims procedures.
 - 3. Describe your policy addressing warranty issues related to
 - a. Major Component Failures
 - b. Engineering Deficiencies
 - c. Describe your firm's standard response time to address warranty failure issues.
 - c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.
 - d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.
 - e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.
 - f. Submit all information that will aid the City in evaluating your proposal.
- 4. Services
 - a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
 - b. Provide detailed information explaining your service capabilities.
 - c. Provide detailed information explaining the service capabilities of your authorized dealers.
 - d. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?
 - e. Describe your training programs. The proposed training program shall include but not limited to:
 - 1. How will equipment training be conducted?
 - 2. Describe the training curriculum for the equipment operators.
 - 3. Describe the training curriculum for the service technicians.
 - 4. How will you accommodate various work shifts?
 - 5. What type of documentation is provided with the proposed training?
 - 6. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
 - f. Submit any other services information that will aid the City in evaluating your proposal.
- 5. Ordering and Invoices
 - a. Describe your order process.
 - b. How do agencies work with your firm to determine appropriate equipment needs?
 - c. Describe the equipment delivery process and your delivery commitment.
 - d. What is your standard equipment delivery timeframes?

- e. How does your firm communicate order cut off dates to your customers?
 - f. Identify and describe any exceptions or challenges.
 - g. Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
 - h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
 - i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.
 - j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.
6. Other
- a. Describe any government rebate programs applicable.

B. Price Proposal

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contract. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
7. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days.
8. Indicate if payment will be accepted via credit card. _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)?
_____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).If "no" to above, will consideration be given to accept the card? _____Yes _____No
9. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications and Experience

1. Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.
2. Describe your dealer network and their role in providing products and services under this contract.
3. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.
4. Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
5. Please submit any additional information that you feel is applicable to your qualifications and experience.
6. Provide the qualifications of technicians that will be servicing equipment throughout the nation.
7. Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on Method of Approach, Price Proposal and Qualifications & Experience of the stated criteria. For the initial scoring, pricing will be evaluated subjectively by the evaluation committee. However, for final award, the City will request specific pricing for equipment based upon the City's specifications. However, the City may determine that shortlisting is not necessary.

B. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or product demonstrations with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 2. SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 3. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 4. INSURANCE:** The Contractor agrees to:
 - A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
 - B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
 - C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile Including: (1) Non-Owned (2) Leased (3) Hired Vehicles	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City 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 City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- 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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** 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 as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City 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 City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of 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 the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2011.

Awarded this _____ day of _____, 2011.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for PRODUCT. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
 - viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- \$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B-NATIONAL IPA ADMINISTRATION AGREEMENT**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and _____ (herein “Supplier”).

RECITALS

WHEREAS, the _____ (herein “Principal Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), for the purchase of _____ (herein “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT
TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase price paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Administrative fee payments shall be

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT

accompanied by a report of Contract Sales for the quarter. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA

Attn: President

1600 Westgate Circle

Suite 275

Brentwood, TN 37027

B. Principal Procurement Agency

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT**

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Name

Title

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E- NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly/Quarterly Report

Supplier Name:

Contract Sales Report Month/Quarter:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____

Cumulative Contract Sales _____

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages and Boroughs including but not limited to:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BOSSIER CITY, LA
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF RIDDLE, OR
CITY OF ROSEBURG, OR
CITY OF REDMOND, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WARRENTON, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON

Counties and Parishes including but not limited to:

ASCENSION PARISH, LA
ASSOCIATION OF OREGON COUNTIES
BAKER COUNTY, OR
BENTON COUNTY, OR
BOARD OF WATER SUPPLY, OR
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR

Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:

BEND METRO PARK AND RECREATION DISTRICT
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LOUISIANA PUBLIC SERVICE COMMISSION, LA
MEDFORD WATER COMMISSION
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
PORTLAND DEVELOPMENT COMMISSION, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SOUTHEASTERN LOUISIANAN UNIVERSITY
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SC'HOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

Higher Education

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
DEVRY UNIVERSITY - PORTLAND
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERISTY

State Agencies

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
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CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377
RFP AMENDMENT NO.: TWO(2)
PAGE 1 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	November 16, 2011
Review of Proposals by Evaluation Committee and Reference Checks	November 17, 2011 – January 13, 2012
Vendor Interview	December 15-16, 2011
Evaluation Committee's recommendation	January 13, 2012
Final negotiation completed	January 19, 2012
Contract award	January 20, 2012

5. Scope of Work, Section A. General Requirements
 - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 2 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

Landfill Equipment

Landfill Dozers
Landfill Compactors
Landfill Scraper

Construction Equipment

Articulated Dump Truck
Dozers / Tracked
Dozers / Wheeled
Dump Trucks
Excavators / Tracked
Excavators / Wheeled
Loaders / Backhoe / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Scrapers
Skid Steer Loaders
Soil Compactors
Trencher
Water Truck
Water Wagon

Material Handling

Crane / Track
Crane / Wheeled
Fork Lift-Straight Mast
Fork Lift – Telescopic-Forward / High
Reach

Pavement Repair/Maintenance

Asphalt Cold Planer
Asphalt Rotary Mixer
Bituminous Distribution Truck
Chip Spreader
Crack Sealer
Patcher Truck
Paver / Tracked
Paver / Wheeled
Rollers / Drum / Wheeled
Rollers / Drum / Vibrate
Rollers / Wheeled / Pneumatic

Sweepers

Sweeper / Scrubber
Sweeper / Street
Sweeper / Walkway

Transport

Trailer / Drop Neck
Trailer / Flatbed
Trailer / Tilt
Trailer / Utility

Miscellaneous

Air Compressor
Bucket Truck
Cement Mixer
Generator / Power Systems
Ice Resurfacer
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: TWO (2)
PAGE 3 of 3
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
 - a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
 - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
 - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
 - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
 - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED
SERVICES**

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
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REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4140
ISSUE DATE: OCTOBER 18, 2011

REQUEST FOR PROPOSAL NO.: 120377
RFP AMENDMENT NO.: ONE (1)
PAGE 1 of 1
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4th Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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-1757

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Steve Stratton, Submitted By: Shannon Boyer, Executive
Public Works Division Administrative Asst., Public Works
Director Division

Department: Public Works Division

Fiscal Year: 2013 Budgeted?: No

Contract Dates April 2013 - Grant?: No

Begin & End: April 2018

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Arizona Department of Transportation 5-Year Plan and Approval of an Agreement with ReSEED, LLC (Proposal No. GilaCounty-001)

Background Information

The "Silver King" project has been a part of the Arizona Department of Transportation's (ADOT) Five-Year Construction Transportation Plan (TCP) for several years. Due to low funds, this project is one being considered to be removed from the 2014-2018 TCP. The removal of the "Silver King" project would not provide closure for the original project "Gonzales Pass."

Evaluation

Since the completion of the "Gonzales Pass" project, the accident rate has been significantly reduced and studies show that the completion of the "Silver King" project would provide another significant reduction in the projected accident rate. Every effort needs to be made to ensure that the Silver King project is included in ADOT's Five-Year (2014-2018) Transportation Construction Plan. By contracting with ReSEED, LLC, it will provide Gila County with additional resources and manpower to achieve this goal.

Terms of the agreement with ReSEED, LLC are as follows:

Gila County will pay ReSEED, LLC (Consultant) a non-refundable deposit covering the Consultant's time and expenses in the amount of \$10,000 to be paid at time of execution of the Agreement (Proposal No. GilaCounty-001).

Gila County shall also pay a final consulting fee of \$10,000 if the Silver King project is fully funded in year 1 or 2 (2014 or 2015) of the ADOT 5-Year Transportation Construction Plan to be paid within thirty (30) days of the State Transportation Board action approving the 2014-2018 5-Year Transportation Construction Plan.

Conclusion

An agreement between Gila County and ReSEED, LLC will create a collaborative effort in ensuring that the "Silver King" project stays in the Arizona Department of Transportation's (ADOT) 2014-2018 Five-Year Transportation Construction Plan.

Recommendation

Recommendation by Public Works for the approval of the agreement between ReSEED, LLC and Gila County.

Suggested Motion

Information/Discussion/Action to authorize the County Manager's signature on an Agreement (Proposal No. GilaCounty-001) between ReSEED, LLC and Gila County allowing ReSEED, LLC to work with the Arizona Department of Transportation (ADOT) to place the road project known as "Silver King" in ADOT's 2014-2018 5-Year Transportation Construction Plan (TCP) - \$10,000 to be paid upon execution of the Agreement and \$10,000 to be paid if the Silver King project is fully funded and approved in year 1 or 2 (2014 or 2015) of ADOT's 5-Year TCP, contingent upon approval by Bryan Chambers, Deputy Attorney Principal. **(Steve Stratton)**

ARF-1778

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Kendall Rhyne, **Submitted By:** Sylvia Hernandez, Probation Officer
Chief Probation Officer Manager, Superior Court

Department: Superior Court **Division:** Probation Department

Information

Request/Subject

Juvenile Crime Reduction Fund (JCRF) Application.

Background Information

The Juvenile Crime Reduction Fund (JCRF) is established pursuant to A.R.S. 41-2401 (D)(5), and is allocated to the Supreme Court for the purpose of reducing juvenile crime. Monies from the fund may be expended to encourage the design, development and successful implementation of statewide community based programs for reducing juvenile crime in Arizona. In order to effectively reduce juvenile crime it is necessary to coordinate statewide strategies that have a multi-jurisdictional impact.

Evaluation

Open ended JCRF application opportunity is available to juvenile courts during fiscal year 2013 for a one time start-up of new and innovative projects.

Conclusion

The Gila County Probation Department will use current technology to collect court ordered fines/fees/restitution by purchasing smart phones and mobile card readers. The smart phones/mobile card readers will be linked to a collection deposit account in which payments will go directly to the Gila County Clerk of the Superior Court. This will increase the collection rate of fines/fees/restitution and reduce violations of probation.

Recommendation

The Gila County Probation Department recommends the Board of Supervisors approve the electronic submission of the Juvenile Crime Reduction Fund application by the due date of May 1, 2013 in the amount of \$1,400 for fiscal year 2013.

Suggested Motion

Information/Discussion/Action to approve the electronic submission of the Juvenile Crime Reduction Fund (JCRF) application by the Gila County Probation Department to the Arizona Supreme Court in the amount of \$1,400 to be used during for fiscal year 2013, if awarded. **(Kendall Rhyne)**

Attachments

JCRF Application



ARIZONA SUPREME COURT
ADMINISTRATIVE OFFICE OF THE COURTS
JUVENILE JUSTICE SERVICES DIVISION

Juvenile Crime Reduction Fund (JCRF)
A.R.S. Section §41-2401 D(5)

This application is for
Program Development or Enhancements only

Fiscal Year 2013
July 1, 2012 - June 30, 2013

Note: JCRF awards are based on funding availability.

JCRF APPLICATION INFORMATION AND INSTRUCTIONS

Fund Purpose

The Juvenile Crime Reduction Fund (JCRF) is established pursuant to A.R.S. §41-2401 D(5), and is allocated to the Supreme Court for the purpose of reducing juvenile crime. Monies from the fund may be expended to encourage the design, development and successful implementation of statewide community based programs for reducing juvenile crime in Arizona. In order to effectively reduce juvenile crime it is necessary to coordinate statewide strategies that have a multi-jurisdictional impact.

Continuation Funding

Open ended JCRF application opportunity is available during fiscal year 2013, for a one time start-up of new and innovative projects. Juvenile courts may apply for more than one new project/program, even if the juvenile court has already received a JCRF award this fiscal year.

Use of Funds

JCRFs shall not be used to reduce the financial obligation of federal, state, county, city or tribal governments to fund the operations of the juvenile court or other existing juvenile-related programs. Funds shall be spent only as provided for in the application as approved by the Arizona Supreme Court.

Reports and Audits

Awarded recipients are required to submit mid and year end program and financial reports to the Arizona Supreme Court. Applicants awarded funds after January 1, 2013 for FY 2012-2013 programs are required to submit closing reports only. Program audits may be conducted to ensure that grant funds have been used properly and in strict adherence to the approved application.

Program Design

The proposed programs should demonstrate the ability to reduce juvenile crime.

Purpose and Eligibility

Program Development or Enhancements

The purpose of program development or enhancements is to emphasize excellence in creative and innovative programs for prevention, intervention, and/or recidivism reduction. Examples include:

- Juvenile delinquency guidelines (retrievable online at the National Council of Juvenile and Family Court Judges website: <http://www.ncjfcj.org/content/blogcategory/346/411>);
- Juvenile detention alternative initiatives;
- Risk assessment/admission screening instruments;
- Juvenile justice system improvement projects;
- Substance abuse;
- Violence and abuse;
- Truancy and school drop-out;
- Gang; or
- Other evidence-based practice.

Arizona Juvenile Courts are eligible to apply for JCRF program development or enhancements and may utilize funds for subcontracts with nonprofit agencies for the purpose of establishing projects designed to reduce juvenile crime if such subcontracts are provided for in the application.

Application Form

Please note, the application is a fillable form. Some text boxes have the capability of expanding; however, the text box will not expand to show all keyed-in data until the "tab" key is pressed.

The application has four sections: I: General Applicant Information; II: Program Information; III: Budget Information; and IV: Signature Page.

Applications are considered complete when submitted with all questions answered. If question is not applicable, please notate as such. Answers provided should reflect fiscal year 2013 (July 1, 2012 - June 30, 2013). Applicants may include attachments, as necessary.

Applications must be signed by the chief probation officer or juvenile court director. The presiding judge or the presiding juvenile court judge must sign and submit applicable written comments and recommendations to the Juvenile Justice Services Division, Administrative Office of the Courts.

Application Due Date

To ensure fund turnaround prior to the end of this fiscal year, you may submit application(s) at any time up until May 1, 2013 by 5:00 p.m. mountain standard time.

Next Steps

Applications will be processed upon receipt.

For further information surrounding JCRF application, please contact:

Maria Dennis, Program Specialist
Arizona Supreme Court - Administrative Office of the Courts
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007
(602) 452-3572
(602) 452-3879 Fax
TDD (602) 452-3545
mdennis@courts.az.gov

The application is also available on the Arizona Supreme Court's Intranet at:

<http://supreme22/jjsd/jcrf/default.htm>

Section I: General Applicant Information

1. **Applicant Information:**

Agency Name

Mailing Address

City/State/Zip Code

Telephone No.

Fax No.

Email

Authorized Official's Name

Authorized Official's Title

2. **Type of Agency:** ☒ Juvenile Court

3. **Applicant Program Coordinator Information:**

Name

Title

Mailing Address

City/State/Zip Code

Telephone No.

Fax No.

Email

4. **Sub-Contractor/Operating Agency:**

Name

Mailing Address

City/State/Zip Code

Telephone No.

Fax No.

Email

Executive Director

Section II: Program Information

1. **Program name.** Smart Phones / Smart Supervision

2. **Provide a summary of the funding proposal.**

Use current technology to monitor probationers more closely and create fiscally responsible citizens.

3. **Provide a description of the crime or behavior that will be addressed.**

Violations of probation will be reduced; payments of fines/fees/restitution will increase.

4. **Provide an explanation of how the program will prevent or intervene to reduce recidivism and promote law abiding behavior.**

The program will allow officers to help clients and families focus on successful completion of probation and prevent violations of probation through increased monitoring.

5. **Need statement:** Identify the specific problem or need that will be addressed by the proposed program. Be specific in describing the problem, provide supporting statistical data and cite all sources.

Financial tracking data indicates a 27% collection rate for fines, fees, and restitution. An increase of collections by double will bring it to 54% with more money applied toward victim compensation, programs and salaries. Field officers have only telephone contact with the office - with email they will have access to the court calendar, add-ons during the day for court appearances. Field officers place themselves in danger when using pen/paper note-taking, maps, and directions. Smartphone applications will allow them to conduct business hands-free while driving. Officers spend approximately 2.5 hours per day with tasks before, during and after field duties that can be reduced to one hour or less with the use of smart technology.

6. **Identify stakeholders and/or collaborative partners, such as police, schools, juvenile courts, etc. and describe how your agency collaborates to attain the goals and objectives detailed in your application.**

Stakeholders/Partnerships	Roles
Gila County Clerk of the Superior Court	Collection deposit account will be linked to mobile card reader/smart phone in order for payments to go directly to clerk's office. Clerk's office will provide statistical data regarding these payments.
Add Row	

7. **Describe the specific geographical area to be impacted.**

All of Gila County.

8. **Provide an estimated number of juveniles to be served. Include adults, if applicable.**

Juveniles 108

Adults 618

9. **Complete the following demographic variables of the estimated number of participants to be served:**

Sex: Male

518

Female

208

Age:	12 and under: 4	13: 3	14: 14	15: 21	16: 28	17: 37	18+: 618
Race:	African American/Black 22	Asian 0	Caucasian/White 486	Native Hawaiian, Pacific Islander 0			
	Native American 73	Unknown 0	Other 0				

Of the number of participants listed under Race, estimate the number of participants who are of Hispanic ethnic origin.

153

10. **Describe and explain specific attainable and measurable goals.**

Increase in fines/fees/restitution payments; reduction in probation violations/recidivism; fewer missed court dates by probationers; increase in locating those on warrant status; increase probation officer case management effectiveness; increase in officer safety in the field.

11. **List specific and measurable objectives and the process used for achieving outcomes.**

Payments will increase by 100% through the use of mobile card readers and immediate deposit to the county's fines/fees/restitution account(s).

12. **Identify and explain the method(s) used for data collection and measurement.**

Internal and clerk's office financial reports will show increase in payments; probation department tracking of sanctions and incentives issued will show more immediate addressing of behaviors by probationers, both positive and negative; immediate capture of activity in the field will show that email and access to court calendar allow officers to communicate with their clients about scheduled and add-on court dates/times; officer logs will show decrease in preparation for and time spent locating addresses of clients and collaterals.

13. **Identify the specific tool(s) used in evaluating program outcomes.**

Excel; JOLTS; AJACS; NewWorld.

14. **Justify why the proposal has a reasonable probability for success. Include supporting materials showing the effectiveness of similar programs in other jurisdictions, if any, or indicate if none.**

North Carolina Department of Public Safety: Probation Officer Smartphone Application Project. (see attached)

15. **What efforts will be made to meet the linguistic and cultural needs of participants?**

Translation applications will assist officers in communicating more effectively with clients, family members, and collateral contacts they make in the field.

16. **Program start date:** April 1, 2013 **end date:** June 30, 2013

(JCRF requests may not extend beyond June 30, 2013)

17. **Funds received or funds pending solicitation: Indicate the funds received, or pending solicitation, from other sources for operation.**

Source	Current	Pending Solicitation
Federal		
State		
County		
Other (Identify)		
Total		

18. **In-Kind: Identify and describe all "In-Kind" contributions, including sources that will be received.**

Source	Current	Pending Solicitation	Amount(If applicable)
TOTAL			
TOTAL			
TOTAL			
Add Row			

Section III: Budget

1. **SALARY and ERE: List only personnel being requested through JCRF.**

Position(s)	Hourly Salary	Hours Per Week	No. of Weeks	Salary Amount	ERE %	ERE Amount
Subtotal Salary and ERE						
Total (ERE + Salary)						
Add Row						

2. **Identify primary duties/responsibilities for each position being requested through JCRF.**

Staff's Name	Title	Duties and Responsibilities	Level of Education
Add Row			

3. **Identify travel expenses. JCRF awards may be used only for in-state travel. Travel and per diem reimbursement cannot exceed the rates established pursuant to A.R.S. Section 38-623 and Section 38-624.**

In-State	Amount
Auto mileage: 44.5 cents per mile (please enter mileage)	\$0.00
Subsistence	
Other (describe)	
Total In-State Travel	\$0.00

4. **Identify reasons for travel. Explain why the proposed travel is needed and how it is necessary to operation.**

5. **List operating expenses. JCRF awards may not be used for membership dues or subscriptions.**

Category	Amount
Mobile phone service	\$700.00
Mobile card reader service fee	\$300.00
Total operating expenses	\$1,000.00
Add Row	

6. **Provide budget justification information on all operating expense items.** (*Example: Telephone line @ \$35.00 per month x 12 months*)

(Figures are rounded to nearest hundred.)

1. Mobile smartphone service @ \$55 per phone per month x 4 phones x 3 months = \$700.
2. Average payment of \$65 per month x 2.75% service fee x 50 swipes per month x 3 months = \$300.

7. **Identify all proposed contractors below.**

Contractor's name	Amount
Total contractor expenses	
Add Row	

8. **Specify duties and responsibilities of the contractors. Include the specific level of involvement each contractor will have.** (*Example: Contractor XYZ will conduct 25 one hour group sessions, 10 participants per group*)

9. **Identify equipment/software to be purchased with JCRF.** (*If granted, equipment should be used for the program proposed in this application.*)

Item Name	Quantity	Cost per item	Total Cost	Equipment will be utilized by:
iPhone4S 16 GB	4.00	\$100.00	\$400.00	Probation officers
Total equipment/software costs				\$400.00
Add Row				

10. **Explain how the equipment/software is necessary to the operation and provide budget justification for each item listed above.** (*Example: 1 copy machine lease rate @ \$350.00 per month x 12 months*)

1 smartphone @ \$100 each new contract price (2 phones in Northern, 2 phones in Southern Gila County)

11. **Section III Summary - Budget.**

Category	Amount
Salary	
ERE	
Travel	\$0.00
Operating	\$1,000.00
Contract Services	
Equipment/Software	\$400.00
Total Budget	\$1,400.00

Section IV: Signature Page

By signing this application, I certify that the information provided herein is true, correct and complete to the best of my knowledge and belief.

Kindall Rhyme

Chief Probation Officer/Juvenile Court Director (Print)

K Rhyme

Chief Probation Officer/Juvenile Court Director (Signature)

3/12/13

Date

The presiding judge or the presiding juvenile court judge must sign and submit applicable written comments and recommendations to the Juvenile Justice Services Division, Administrative Office of the Courts.

1. Have you reviewed the proposed program submitted by the applicant?
☒ Yes ☐ No
2. Do you recommend this program be funded?
☒ Yes ☐ No
3. If you answered no to question #2 or have other comments, please provide an explanation of your reasons. Attach additional pages if needed.

Johnathan

Presiding Judge or Presiding Juvenile Court Judge (Print)

Johnathan

Presiding Judge or Presiding Juvenile Court Judge (Signature)

3-12-13

Date

ARF-1767

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Malissa Buzan, Community Services Division Director

Submitted By: Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

Department: Community Services Division **Division:** Comm. Action Program/Housing Servs.

Information

Request/Subject

Gila County Community Action Program Advisory Board Reappointment.

Background Information

The Gila County Board of Supervisors established the Gila County Community Action Program (CAP) Advisory Board on January 20, 1998, and thereafter bylaws for this Board were developed and implemented. The members of the CAP Advisory Board shall consist of a minimum of nine (9) members not to exceed a maximum of twelve (12) members. At present there are 9 members serving on this Board. Three (3) members are appointed by the Board of Supervisors as representatives of the Board of Supervisors; three (3) members are low-income representatives who must reside in a low-income community, who are elected by the CAP Advisory Board; and three (3) members (or the balance of the Board if there are more than 3 members) are private sector officials or members of business, industrial, labor, religious, welfare, education or other major groups and interests in the community, who are elected by the CAP Advisory Board.

On August 7, 2012, the Gila County Board of Supervisors approved the CAP Advisory Board updated and corrected membership list.

Evaluation

The CAP Advisory Board has recommended and approved the reappointment of Margret Celix. Ms. Celix's term will be retroactive from 1/1/2013 through 12/31/2016.

Conclusion

By approving the reappointment of Margret Celix to the CAP Advisory Board, the Board will have the required number of members representing the public sector as established in the CAP bylaws.

Recommendation

The Gila County Community Action Program Advisory Board acting under the Gila County Board of Supervisors (BOS) has approved and recommends to the Gila County BOS the reappointment of Margret Celix to the Gila County CAP Advisory Board.

Suggested Motion

Approval of the reappointment of Margret Celix to serve on the Gila County Community Action Program Advisory Board for another four (4) years, retroactive from January 1, 2013, to December 31, 2016.

Attachments

GC Community Action Program Advisory Board Membership List

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD
(Proposed to BOS on 4/16/13 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)
Margaret Celix (Public Sector-appointed by BOS)	B	C (04/16/13)	16	01/01/13-12/31/16	4
Lynn Canning (Public Sector-appointed by BOS)	B	C	4	01/01/12-12/31/15	4
Audry Opitz (Public Sector-appointed by BOS)	B	A	-	01/01/10-12/31/13	4
John Zilisch (Low-Income Sector-elected by CAP Board)	C	A	-	02/15/12-12/31/15	3 years, 11 months
Annie Hinojos (Low-Income Sector-elected by CAP Board)	C	C	22	01/01/10-12/31/13	4
Nolberto Waddell (Low-Income Sector-elected by CAP Board)	C	C	4	01/01/10-12/31/13	4
Vickie Quesada (Private Sector-elected by CAP Board)	C	C	11	01/01/10-12/13/13	4
Barbara Leetham (Private Sector- elected by CAP Board)	C	C	4	01/01/12-12/31/15	4
Ramona Ortiz (Private Sector-elected by CAP Board)	C	A	-	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-1763

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Robert Gould, Community
Development Division Director

Submitted By: Beverly Valenzuela, Executive
Administrative Assistant, Community
Development Division

Department: Community Development Division Division: Community Development Administration

Information

Request/Subject

Appointment of Bruce Binkley to the Gila County Building Safety Advisory and Appeals Board.

Background Information

Mr. Binkley moved to Globe in 2008. He is a Registered Architect in the State of Arizona and has worked on residential and commercial projects in addition to being a volunteer Architect for the Old Dominion Mine Park located in Globe, AZ.

Evaluation

ARS 11-862 and the Gila County Building Code Ordinance require that the Advisory Board consist of members who are Gila County residents and who have work experience in certain categories. Mr. Binkley is a Registered Architect in the State of Arizona.

Conclusion

Mr. Binkley will be completing the term vacated by Mr. John Marcanti whose resignation became effective December 31, 2012.

Recommendation

Community Development Director Bob Gould recommends that the Board of Supervisors acknowledge the resignation of John Marcanti from the Gila County Building Safety Advisory and Appeals Board effective December 31, 2012, and appoint Bruce Binkley to fulfill Mr. Marcanti's unexpired term of office through December 31, 2014.

Suggested Motion

Acknowledgment of John Marcanti's resignation from the Gila County Building Safety Advisory and Appeals Board effective December 31, 2012, and approval to appoint Bruce Binkley to fulfill Mr. Marcanti's unexpired term of office through December 31, 2014.

Attachments

Building Safety Advisory and Appeals Board Membership List

J. Marcanti's Resignation from BSAAB

ARS 11-862

Bruce Binkley Biography

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD
(Proposed to the BOS on 4/16/13 and if approved the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	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 (# of years)
Perry Schall – Plumber	D	B (05/22/12)	(Bernie Lieder)	05/22/12-12/31/13	1 year, 7 months
Clint Miller – Architect	D	B (12/04/12)	(Richard Franco)	12/04/12-12/31/13	13 months
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	4
Peter Havens-Electrician	D	C (02/05/13)	4 years, 9 months	01/01/13-12/31/16	4
John Marcanti-Electrician/HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14 Vacant as of 12/31/12	4
Bruce Binkley-Architect	D	B (04-16-13)	(John Marcanti)	04/16/13-12/31/14	1 year, 8 months
Bob O’Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Pete Oddonetto-General Contractor	D	C (01/24/12)	3 years, 9 months	01/01/12-12/31/15	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.

Gila County Community Development
608 E. Hwy 260
Payson, AZ 85541

Attn: Joe Mendoza

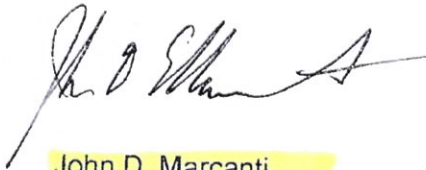
Subject: Building Safety Advisory Board

Dear Joe:

This letter is to inform the Building Safety Advisory Board that do to a conflict of interest with the Advisory Board and my term of Supervisor, starting in January, I will be resigning effective December 31, 2012.

I have truly enjoyed serving on the Board for the past several years. You and your staff have done an exemplary job with the board and the new code changes. If I can help assist you or your department in any way please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John D. Marcanti", with a stylized flourish at the end.

John D. Marcanti

ARS TITLE PAGE	NEXT DOCUMENT	PREVIOUS DOCUMENT
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11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public and a resident of the county.
5. A person engaged in the electrical, mechanical or plumbing trade.

B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.

C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.

D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.

F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

A letter of Certification (duplicate certification) may be for other than the original issue.

4. Certificate of Fitness (for hazards and safety). A document issued by the Building Officials authorizing by permit to maintain, store or handle materials or to conduct processes, which produce conditions hazardous to life and property or to install equipment used in connection with such activities in accordance with the provision of this Ordinance. It shall not be transferable and any change in use or occupancy of premises shall require a new permit.

May be used when new construction “fitness” is a change of use and occupancy.

I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Chief Building Official of Gila County.

J. Administrative Provisions

The administrative rules for administering this Ordinance, are as noted in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is five or more contiguous commercial acres.

- K. For the purpose of this Ordinance, the following definitions shall apply:

Plot Plan – a plat showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

Plans and Specifications – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 145 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet Code standards.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals

Board. Whenever the terms “Board”, “Advisory Board”, “Board of Appeals” or “Advisory and Appeals Board” appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.
3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
 - a. Two members shall be appointed to four year terms.
 - b. Two members shall be appointed for three year terms.
 - c. Two members shall be appointed for two year terms.
 - d. One member shall be appointed to a one year term.

Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
 1. An architect duly licensed in the state of Arizona.
 2. A professional engineer duly licensed in the state of Arizona.
 3. A general contractor duly licensed in the state of Arizona
 4. A person representing the public
 5. A person engaged in the electrical, mechanical or plumbing trade.
3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.
4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board

shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.
2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.
3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.
4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.
2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.
3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.
4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.
7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.
8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.
9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.
10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearings and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.
2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.
3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.
4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.
5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.
6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the

Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.
2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.
3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.
4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.
5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.
2. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.
3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.
5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.
6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.
7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.
8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.
9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.
10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.
11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

SECTION 5. CONTINUITY

The International Code Council and other organizations identified in Section 1 of this Ordinance publish the books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains its continuity, it shall be the responsibility of the Building Official to insure that all such supplements and amendments to the codes are properly implemented.

SECTION 6. ADMINISTRATION

All department officials and public employees of the County of Gila, vested with the duty or authority to issue permits or licenses, shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provisions of this Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.

Filing Plans. Every application for a building permit shall be accompanied by two copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

Plans and Specifications. With each application for a building permit and also when otherwise required by the Building Official for enforcement of any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrant (that is, any building requiring engineering computations i.e., public buildings, etc.), require plans and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevations based on County data with existing and finished drainage flow patterns in areas subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Approval shall normally be received within ten (10) working days after submission. If there is any delay beyond fifteen (15) days, a letter of explanation shall be sent to the applicant.

Bruce Binkley Architect
932 S Jesse Hayes Rd
Globe AZ 85501
928-961-6384
970-247-9131
binkley2@cableone.net

Biography of Bruce Binkley, Globe Arizona

1966-1971 Attended Kent State University

Initiated into Epsilon Delta Rho at Kent State University, Architectural Honorary Society.
Graduated Kent State University with a Bachelor of Architecture 1971.

To satisfy the requirements to become a Registered Architect Between 1971-72 worked as a Draftsman with Thomas W Spooner Associates Denver CO and between 1972-73 worked as a Draftsman with Intergroup, Architectural Firm Golden, CO.

- 1973-77 Professional Associate with Richard Walker, Associates
Architectural Firm, Durango CO
Design Architect: Main Mall and the Centennial Savings & Loan, Durango
- 1974 Initiated into Tau Sigma Delta,
National Honor Society in Architecture & Applied Arts
- 1976 Became Registered Architect in the state of Colorado
- 1977 Established Bruce Binkley, Architect as the owner, Architectural Firm,
Durango CO doing custom residential, hotel & motel, condominium and
office building projects.
Designed the US Post Office in Pagosa Springs, CO
- 2008 Moved to Globe AZ
- 2010 Became a Registered Architect in the state of AZ:
Residential and commercial projects. In addition to volunteer Architect
for the Old Dominion Mine Park, Globe AZ

ARF-1769

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Bradley
Beauchamp,
County Attorney

Submitted By: Lisa King, Administrative Clerk Sr.,
County Attorney

Department: County Attorney

Fiscal Year: 2014

Budgeted?: Yes

Contract Dates 7/1/13-6/30/14 Grant?: Yes

Begin & End:

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

Ratification of approval to electronically submit the FY2014 Arizona Criminal Justice Commission Byrne Drug, Gang and Violent Crime Control Grant Application.

Background Information

This grant has been in effect for 25 years. The grant funds a full-time prosecutor for drug and violent crime prosecution. Match requirements have historically fluctuated based on the availability of funding. The grant announcement for FY2014 indicates matching funds of up to 25 percent may be required; however, the determination of necessity of matching funds has not yet been determined and applicants selected for an award will not be notified as to the level of match until May 24, 2013. The maximum 25 percent match estimate to be paid from the general fund is \$19,943.25 based on anticipated salary and benefits of an attorney to be hired as the attorney currently in this position is leaving employment with Gila County. Solicitation for the grant application opened February 25, 2013, and the grant application had to be filed no later than March 22, 2013, at 3:00 p.m. Therefore, time was not sufficient to complete the application and get the matter on the Board agenda prior to the due date. If the Board of Supervisors does not ratify the submission, the application can be withdrawn.

Evaluation

The Gila County Byrne Drug, Gang and Violent Crime Control grant is essential to provide funding for the salary and benefits of a prosecutor who works in tandem with the Gila County Narcotics Task Force.

Conclusion

The Byrne Drug, Gang and Violent Crime Control Program allows state, county, local and tribal governments to support activities that combat drug, gang and violent crimes. This grant provides a significant portion of the funding for a prosecutor to work in tandem with the Gila County Narcotics Task Force in efforts to curb crime in Gila County through investigation, arrest and prosecution.

Recommendation

The Gila County Attorney's office recommends the Board of Supervisors ratify its approval of the electronic grant application submission to the Arizona Criminal Justice Commission for continuation of grant funding used for the salary and benefits of one prosecutor. Further that the Board of Supervisors approve the use of general funds to provide any required match funds not to exceed 25 percent of the entire grant.

Suggested Motion

Ratification of the Board of Supervisors' approval for the Gila County Attorney's Office electronic submission of a FY2014 Grant Application to the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program in the amount of \$79,722 to continue grant funding and approve up to a 25 percent match requirement.

Attachments

Byrne FY14 Grant Application

FY11 Single Audit Report

Board Signature Page

ACJC Grant Program: Drug, Gang, and Violent Crime Control

Period Title: FY14 Cycle 27

Project Title: Prosecution for Gila County Narcotics Task Force

Purpose Area: P - Prosecution

Is this a continuation request? No

Applicant Agency: Agency Name: Gila County Attorney's Office
Department Name: None
DUNS Number: 148942451
AFIS Vendor ID: 18660004440
AFIS Mail Code: 400

Participating Agencies: Gila County Attorney's Office in tandem with the Gila County Narcotics Task Force

Authorized Official: Beauchamp, Bradley D (Gila County Attorney)
Mailing Address: 1400 E. Ash Street
Globe, Arizona 85501
Email: bbeauchamp@gilacountyaz.gov
Phone: 928-402-8630
Fax: 928-425-3720
Agency: Gila County Attorney's Office
Department: None

Project Official: Beauchamp, Bradley D (Gila County Attorney)
Mailing Address: 1400 E. Ash Street
Globe, Arizona 85501
Email: bbeauchamp@gilacountyaz.gov
Phone: 928-402-8630
Fax: 928-425-3720
Agency: Gila County Attorney's Office
Department: None

Project Mission Statement

Response is limited to 1,500 characters, including spaces.

Enter narrative below:

Aggressive prosecution of all drug related offenses and violent crimes committed in Gila County, Arizona. As part of the strategy on curbing drug related offenses the Gila County Attorney's Office will file asset forfeiture actions when appropriate. Additionally, the Gila County Attorney's Office employs a full-time public agency liaison that assists in arranging education and training for the Gila County Narcotics Task Force and other agencies which has resulted in more effective filings on drug and violent crime cases and subsequent prosecution. Assistance is offered to community based and educational programs relating to the curbing of drug and violent crime offenses. In addition to coordination with the Gila County Narcotics Task Force, coordination with all law enforcement agencies within Gila County including the Tonto Apache Tribe and San Carlos Apache Tribe is a vital part of the commitment by the Gila County Attorney's Office to aggressively prosecute crime.

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Gila County is rural with a land area of 5,000 square miles, with the majority of the land in Gila County being publically owned. Gila County has a population of approximately 50,000 full-time residents with the population of the northern part of the county increasing by approximately 20 percent during the summer months. Two large casinos located in Gila County have steadily increased the transient population. Non-resident drug offenses increase on an annual basis which may be tied to the influx of visitors to the County. The highways in Gila County are major thoroughfares bisecting the State with many of the major possession for sale and transportation drug offenses being committed by persons moving from state to state. Prosecution of drug and violent crime cases require the involvement of the Gila County Attorney's Office. Besides prosecution which is the main scope of this project, the Gila County Attorney's Office provides an investigator and/or an attorney to assist in the preparation of cases by conducting interview and other follow-up investigation needed before charges are filed and before trial. The Gila County Attorney's Office reviews for charging an average of 900 drug related offenses each year.

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Prosecution of drug and violent crimes is the main objective of this project. One full-time prosecutor is funded by this grant. Prosecution of criminal cases serves the entire population of Gila County by reducing drug use and other drug related crimes. Additional Gila County Attorney staff provides services necessary for the implementation and completion of asset forfeiture, training, public, education and drug awareness. Monies obtained from asset forfeitures provide funds to all Gila County law enforcement which may not otherwise be available for the purchase of equipment necessary in the furtherance of crime reduction. Additionally, several Gila County Attorney employees, not funded through this project, are part of our drug and/or violent crime prosecution team. For example, Globe and Payson staff members assist in prosecution of felonies, misdemeanor and juvenile drug and violent crimes with investigative staff assisting agencies in preparation of cases. In addition to coordination with the Gila County Narcotics Task Force, coordination with the Tonto Apache Tribe and San Carlos Apache Tribe is a vital part of efforts to curb drug use and other drug related and violent crimes in Gila County.

Each year the Gila County Attorney's Office advises the County Manager that grant funds may not be available or that grant requests may not be funded fully. The daily operations of the Gila County Attorney's Office must continue in the absence of grant funding. To sustain this project we would resolve any shortfalls by seeking funds from the County's General Fund, Criminal Justice Enhancement Funds, Cost of Prosecution Assessments and any other alternative funding available prior to reassignment of personnel or other general budget cuts could become necessary.

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

The Gila County Narcotics Task Force and the Tandem Prosecution Project of the Gila County Attorney's Office have a strong collaborative relationship with all Gila County law enforcement agencies which include: Hayden Police Department, Miami Police Department, Globe Police Department, Arizona Department of Public Safety, San Carlos Tribal Police, Tonto Apache Tribal Police, Payson Police Department and the Gila County Sheriff's Office. The Gila County Attorney's Office prosecutes all crimes in Gila County with the exception of some misdemeanor violations prosecuted by the Payson Town Attorney and crimes committed on the reservation by Native Americans which are prosecuted federally. Asset forfeiture actions are handled by the Gila County Attorney's Office for these same State agencies. The Gila County Attorney's Office is working extensively in concert with the Gila County Meth Coalition and with Gila County Schools on educating students about drug abuse. The Gila County Attorney's Office also works with the Gila Advocacy Program, the Arizona Department of Economic Security Child Protective Services, the Gila/Pinal Elder Abuse Council and the Arizona Attorney General's Office in the furtherance of prosecution of violent crimes.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including*

spaces.

Enter narrative below:

The Gila County Attorney's Office partnered with the San Carlos Apache Tribal Police, Bureau of Indian Affairs, and the U.S. Attorney's Office resulting in a conviction for possession of methamphetamine above the threshold amount, possession of drug paraphernalia and use of a dangerous drug and the seizure of more than \$25,000 in cash and a vehicle. Defendant was arrested at the Apache Gold Casino by the San Carlos Apache Tribal Police. The Bureau of Indian Affairs seized the defendant's cash and vehicle and referred the matter to the U.S. Attorney's Office for forfeiture. Defendant entered into a plea agreement with the San Carlos Tribal Court; however defendant was also indicted by the Gila County Grand Jury. Detectives from the Gila County Attorney's Office assisted the San Carlos Tribal police with the processing and disclosure of evidence and secured the necessary lab results from the Department of Public Safety Crime lab for trial. The Gila County Attorney's Office prepared the witnesses and prosecuted the defendant in Gila County Superior Court obtaining guilty verdicts on three of the four counts charged resulting in a 4.5 year prison sentence.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Effectiveness of the program activities will be evaluated by the number of drug and violent crime cases charged and the number of case assists. The number of crimes charged and the number of convictions will indicate the effectiveness of prosecution. The number of successful asset forfeiture cases will indicate the effectiveness of the asset forfeiture program. Statistical data will be tracked using a combination of the Gila County Attorney's case management system and a hand-counted tally. Data will be evaluated on a quarterly basis and adjustments made to charging and/or prosecutorial strategy depending on how goals and objectives have been met during the previous quarter.

Goal: To enhance the pursuit of justice for drug and drug-related gang and violent crimes in an equitable, unprejudiced, and expeditious manner

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Prosecute drug-related cases	%	400	1. Number of drug-related cases referrals received
	%	40	2. Number of drug-related cases declined for prosecution
	%	70	3. Number of drug-related cases deferred to a diversion program
	%	15	4. Number of drug-related cases dismissed.
	%	270	5. Number of drug-related cases resulting in conviction
	%	5	6. Number of drug-related cases resulting in acquittal

Goal: Strengthen collaborative partnership between federal, state, and local law enforcement and prosecutorial agencies

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaboration activities with other agencies	%	70	1. Number of drug-related law enforcement investigation assists
	%	300	2. Number of meetings with law enforcement related to case preparation, case processing and/or hearings
	%	15	3. Number of trainings and briefings offered to law enforcement from prosecutors

	%	4	4. Number of trainings and briefings offered by law enforcement and attended by prosecutors
--	---	---	---

Personnel

Enter narrative below:

One full-time drug prosecutor to work in tandem with the Gila County Narcotics Task Force. Deputy County Attorney assigned to the position. Gila County does not have a detailed job description specific to this position.

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Deputy Gila County Attorney	1	\$60,965.00	\$60,965.00	30.85%	\$18,807.70	\$79,772.70
					Salary Subtotal: \$60,965.00	
					ERE Subtotal: \$18,808.00	
					Total: \$79,773.00	

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
					Wages Subtotal: \$0.00	
					ERE Subtotal: \$0.00	
					Total: \$0.00	

ERE Breakdown

Enter narrative below:

State Retirement Match	\$6645.19	10.90%
State Retirement /LTD	\$ 146.32	.24%
Social Security Contribution	\$3779.83	6.20%
Medicare Contribution	\$ 884.00	1.45%
Medical Insurance/STD	\$7150.90	11.73%
Worker's Compensation	\$ 200.80	.33%

Consultant/Contractual Services

Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: \$0.00

Travel (In State)

Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Travel (Out of State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Confidential Funds
Enter narrative below:

Expense Type	Amount	Total
		Total: \$0.00

Other Operating Expenses
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: \$0.00
				Registration/Training Subtotal: \$0.00
				Other Subtotal: \$0.00
				Total: \$0.00

Equipment Purchases
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: \$0.00
				Non-Capital Subtotal: \$0.00
				Total: \$0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
Gila County General Funds

Total Project Cost

State: \$0.00

Federal: \$59,830.00

Match: \$19,943.00

Grand Total: \$79,773.00

If received, will ACJC funds be used as matching funds for other grant program(s)? No

If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements

Enter the date of your jurisdiction's most recent A-133/Financial Audit Report Single Audit Report. If the A-133 is not current submit to the Commission:

- A copy of the letter received from the cognizant or audit oversight agency approving your request for an extension, or
- A copy of the letter requesting an extension to file; and submit any follow-up correspondence received from the cognizant or oversight agency.

6/30/2011

Did the audit result in a Schedule of Findings and Questioned Costs?

No

Internal Controls

Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes

Which of the following describes your organization's accounting system?

Combination

How frequently do you post to the General Ledger?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

Are time and effort distribution reports maintained for employees working fully or partially on grant programs, which account for 100% of each employee's time?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Is there a separate bank account maintained for grant funds?

No

Are the officials of the agency bonded?

Yes

Does the agency use a double-entry system in accounting for program funds?

Yes

If you answered "No" to any of the questions in this section, please provide a brief explanation why.

Funds are maintained by the Gila County Treasurer. There are separate fund accounts through the Gila County Treasurer but there are not separate bank accounts.

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:

Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

[Audit 10-11 Single Audit.pdf](#)

[DGVCC FY14 Budget Worksheet.xls](#)

The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.

The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

The applicant agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds. In addition, agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.

The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.

The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.



On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

[illegible]

ARF-1769

Ratify Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application by the Gila County Attorney's Office.

Meeting 04/16/2013

Fiscal Year: 2014 (July 1, 2013, through June 30, 2014)

Gila County Board of Supervisors

Michael A. Pastor, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to Form:

Bryan B. Chambers
Deputy Gila County Attorney

ARF-1754

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Roads

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 01-07-13 to 01-06-14 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Contract No. 031711-1 with Wright Asphalt Products Co. for SBS Polymer Chip Seal Oil.

Background Information

Effective June 7, 2011, Gila County and Wright Asphalt Products Company entered into a contract whereby the contractor agreed to provide SBS polymer chip seal oil to various locations in Gila County for a seven-month term.

Per Section 3, Item 2, of Contract No. 031711-1, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. On February 21, 2012, Gila County authorized Amendment #1 to Contract No. 031711-1 with Wright Asphalt to extend the contract term from January 7, 2012 to January 6, 2013.

Evaluation

Per Section 3, Item 2, of Contract No. 031711-1, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The County will benefit by extending the term of the contract for another year, thereby locking in the unit price that was contracted in 2011, for one more year.

Conclusion

Amendment No. 2 will allow the contract to be extended for a one (1) year term from January 7, 2013, to January 6, 2014. The extension will allow the contractor to provide SBS polymer chip seal oil to the Gila County Roads Department for road repair and maintenance for a one-year period.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 031711-1 with Wright Asphalt Products for SBS polymer chip seal oil.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 031711-1 between Gila County and Wright Asphalt Products Company for SBS polymer chip seal oil to extend the contract for 12 months, from January 7, 2013, to January 6, 2014.

Attachments

Amendment #2 to Contract #031711-1 Wright Asphalt

Amendment #1 to Contract #031711-1 Wright Asphalt

Contract 031711-1 with Wright Asphalt Products

Legal Explanation



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 031711-1 SBS POLYMER CHIP SEAL OIL

Effective June 07, 2011, Gila County and Wright Asphalt entered into a contract whereby Wright Asphalt agreed to provide SBS Polymer Chip Seal Oil to various locations in Gila County for a seven (7) month period. The contract terminates January 06, 2012. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

Amendment No. 1 was approved by the Board of Supervisors on February 21, 2012, to extend the contract period to January 06, 2013.

Amendment No. 2 will allow the contract to be extended for a one (1) year period from January 07, 2013 to January 06, 2014.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 031711-1, but in no event shall charges for the January 07, 2013 to January 06, 2014 extension exceed \$74,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 031711-1 shall remain the same and apply during the length of the renewal period from January 07, 2013 to January 06, 2014.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, 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 this _____ day of _____, 2013.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

SUPPLIER:

WRIGHT ASPHALT PRODUCTS COMPANY

Suppliers Signature

Print Name

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney

**CONTRACT 031711-1**

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

AMENDMENT #1**SBS POLYMER CHIP SEAL OIL**

Effective June 7, 2011, Gila County and Wright Asphalt entered into a contract whereby Wright Asphalt agreed to provide SBS Polymer Chip Seal Oil to various locations in Gila County for a seven (7) month period. The contract terminates January 6, 2012. Per Section 3, Item 1, of the Contract, the County shall have the right, at its sole option, to renew the contract.

Amendment No. 1 will allow the contract to be extended for a one (1) year term from January 7, 2012, to January 6, 2013.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

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 this 21st day of February, 2012.

GILA COUNTY:**GILA COUNTY BOARD OF SUPERVISORS**

Tommie C. Martin, Chairman

APPROVED AS TO FORM:
Bryan Chambers, Chief Deputy County Attorney**SUPPLIER:****WRIGHT ASPHALT PRODUCTS COMPANY**

Suppliers Signature

JOEY VINCENT

Print Name

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
031711-1
SBS POLYMER CHIP SEAL OIL**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters	16
Contract Forms:	Attachments "A-I"



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

**SOLICITATION NUMBER
031711-1**

BID DUE DATE: MAY 12, 2011

TIME: 11:00 AM MST

DESCRIPTION: SBS POLYMER CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement (Board Conference Room)
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: April 27 and May 4, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Seven months with two one year renewal options
Phone Number: 928-402-8612

Signed: Michael A. Foster Date: 4 / 19 / 11
for Don E. McDaniel Jr., County Manager

Signed: Bryan B. Chambers Date: 4 / 19 / 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 031711-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of SBS Polymer Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

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.

2. Application and Storage Requirements

A certificate of compliance conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted.

Type-Grade	Recommended-Range, °F	Max. Allowable, °F	Max. Heating & Storage, °F
RAB	325 – 360	375	375 (see note below)

Note: Maximum temperature for storage by the Asphalt Supplier or the Contractor shall be 360°F. For RAD designed for surface treatment work, the temperature of the modified asphalt binder may be increased to a maximum of 375° by the supplier loading through an in-line heater or by the Supplier just prior to application. In any case, the heating, storage, and application temperatures used shall be the lowest temperatures practical.

3. Binder Content Requirements

Rubber Asphalt Binder (RAB) Table		
Property	Test Procedures	Requirement
Ground Tire Rubber Content, % of weight of total RAB	Certificate of Compliance required	5.0
SBS Polymer, %	Certificate of Compliance required	2-3
Penetration @ 77° F, 100g/5 sec, dmm	ASTM D-5	55-75
Kinematic Viscosity @ 275°	ASTM D-2170	200 max.
Softening Point, °F	ASTM D-36	140 min.
Solubility, %	ASTM D-2042	97.5 min.
Elastic recovery @ 77° F, 5cm / min, % Recovery after 1 hour	ASTM D-6084 Modified (modify 10cm to 20cm)	55 min.
Separation of Polymer, 325° F, %	TEX 540-C (see notes)	Report
Retain Penetration, Ratio (RTFO Pen. @ 77° F, 100g / 5 sec) (Original Pen. @ 77°F)	ASTM D-5	0.6 – 1.0

SOLICITATION NO. 031711-1

Note: A 350-gram sample of the RAD is poured into a friction-top pint can (approximately 3-1/2 inch diameter by 4 inch height) and stored for 48 hours at 3025° F. Upon completion of storage time the sample is visually examined for separation of polymer from the asphalt (smoothness and homogeneity). If after visual evaluation a question still exists about the separation of polymer, samples will be taken from the top and bottom for softening point determination. A difference between the softening points of the top and bottom samples of 4 percent or more, based on the average of the top and bottom softening points, constitutes separation (Tex 540-C).

4. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

5. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractors responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

6. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

SOLICITATION NO. 031711-1**7. Equipment**

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

8. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

9. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 031711-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid 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 IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(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 Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) 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 bidders who have submitted a bid have the right to protest. A protest of a proposed award or 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:

- A. The name, address and telephone number of the protester.
- B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 031711-1**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.

OFFERORS 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 bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

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 Invitation for Bid 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 IFB. 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's Procurement Manager, 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.

SOLICITATION NO. 031711-1**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 vendor(s) 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 vendor 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 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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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, 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 materials requested. 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, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale 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.
2. 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 and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor 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.

SOLICITATION NO. 031711-1**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 governmental 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:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 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
- 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 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 such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given 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.

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal 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.

SOLICITATION NO. 031711-1**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) 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.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. 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 of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 031711-1**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. 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.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. 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.

17. Insurance Requirements

The 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.

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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. Contractor is free to purchase such 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, broad form contractual liability and XCU 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

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. 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.

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- 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**, 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, 1400 E. Ash St., Globe, AZ**. 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.

SOLICITATION NO. 031711-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila 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 offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and 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 an Offer 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 Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.
- F. No alterations in Bids, 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 Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 031711-1

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, 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.
 - 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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

SOLICITATION NO. 031711-1

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
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 Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

SOLICITATION NO. 031711-1**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of Three (3) copies, all with original signatures* shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "SBS POLYMER CHIP SEAL OIL", BID NO, "031711-1", DATE "MAY 12, 2010", and TIME "11:00 AM MST" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 031711-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 20161625-K

Federal Employer Identification

No.: 20-8535030

Wright Asphalt Products Company
Offeror's (Company) Name

11931 Wickchester Ln Suite 101

Address

Houston TX 77043
City State Zip

(281) 452-9084

Phone

(281) 452-2562

Facsimile

For clarification of this offer, contact:

Joey Vincent

Printed Name

joeyvincent@wrightasphalt.com
Email Address

info@wrightasphalt.com
Company Email Address

[Signature]
Signature of Person Authorized to Sign Offer

Joey Vincent

Printed Name

5-12-11

Date

ARIZONA SALES REPRESENTATIVE

Title

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.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. _____

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

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

ATTEST:

Marian Sheppard
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1**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.

SBS POLYMER CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

Wright Asphalt Products Company
11931 Wickchester Ln Suite 101, Houston, Tx, 77043
(281) 452-9084

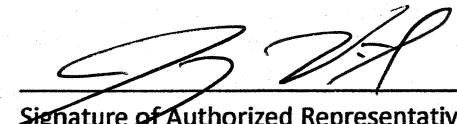
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present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

Qualification & Certification continued.....

5. **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.

6. **Current Arizona Contractor License Number:** ROC 234829
(If Applicable)


Signature of Authorized Representative

JOEY VINCENT
Printed Name

ARIZONA SALES REPRESENTATIVE
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

SBS Polymer Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck	FOB Plant without Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>700.00</u>	\$ <u>32.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>700.00</u>	\$ <u>36.00</u>	\$ <u>775.00</u>	\$ <u>700.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time	\$ <u>85.00</u>
Minimum Ton for pick up FOB plant.	<u>X 25</u> .TONS
Amount each occurrence for product returned and disposed.	\$ <u>500.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: Phoenix
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☒ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

Wright Asphalt Products Company
Company Name

JOEY VINCENT
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

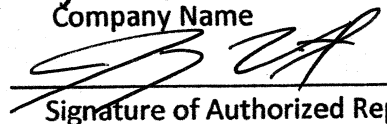
SOLICITATION NO. 031711-1

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for whom your company has provided services of similar size and scope within the past 12 months.

1. Company: MARICOPA County
Contact: Tony DEISOL
Phone: 602-723-5601
Address: 2901 W. Durango, Phoenix, AZ, 85009
2. Company: Pinal County
Contact: JOE RAMIREZ
Phone: 520-251-2301
Address: 31 N Pinal St Bldg F, Florence, AZ, 85132
3. Company: Town of Gilbert
Contact: Demetrius Fernandez
Phone: 480-503-6419
Address: 900 E. Juniper Ave. Gilbert, AZ, 85234

Wright Asphalt Products Company
Company Name


Signature of Authorized Representative

ARIZONA SALES REPRESENTATIVE
Title

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Wright Asphalt Products Company LLC

Business name, if different from above

Wright Asphalt Products Company

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt
payee

Address (number, street, and apt. or suite no.)

11931 Wickchester Lane Suite 101

Requester's name and address (optional)

City, state, and ZIP code

Houston Texas 77043-4501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

20-8535030

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 5-12-11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)

)ss

COUNTY OF:)

JOEY VINCENT

(Affiant)

the ARIZONA SALES REPRESENTATIVE

(Title)

of Wright Asphalt Products Company

(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.

[Signature]
(Signature)

ARIZONA SALES REPRESENTATIVE
(Title)

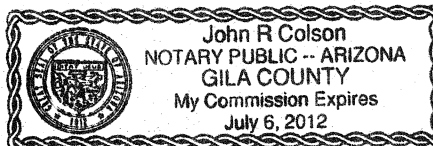
Subscribed and sworn before me this

12 Day of May, 2011

[Signature]
Signature of Notary Public in and for

the County of Gila

State of ARIZONA



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

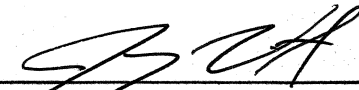
At the time of submission of bids for Invitation for Bid No. 031711-1 SBS Polymer Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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 County 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, phone number, and ROC number.

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

Wright Asphalt Products Company
Name of Firm


By: (Signature)

ARIZONA SALES REPRESENTATIVE
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

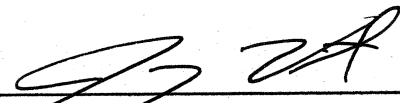
Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that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

Gila 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.



Signature of Authorized Representative

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 031711-1

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)

X

Qualification & Certification Form (attachment B)

X

Price Sheet (attachment C)

X

References (attachment D)

X

IRS W-9 Form (attachment E)

X

Non-Collusion Affidavit (attachment F)

X

Intentions Concerning Subcontractors (attachment G)

X

Legal Arizona Works Act Compliance (attachment H)

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA: (Must be attached to bidder's proposal.)

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

Signed and dated this _____ day of _____, 2011

Wright Asphalt Products Company
CONTRACTOR:

[Signature]
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 031711-1 SBS Polymer Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before May 12, 2011, 11:00 PM MST.



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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-1755

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Steve Stratton, Public Works Division Director Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Department: Public Works Division Division: Roads

Fiscal Year: FY 2013-2014 Budgeted?: Yes

Contract Dates 04-06-13 to 04-05-14 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Contract No. 061311-1 for MC-800TR Chip Seal Oil with Wright Asphalt Products Co.

Background Information

Effective September 6, 2011, Gila County and Wright Asphalt entered into a contract whereby the contractor agreed to provide MC-800TR chip seal oil to various locations in Gila County for a seven-month term. The contract terminates April 5, 2012.

Per Section 3, Item 1 of Contract 061311-1, the County Shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. On April 17, 2012, Gila County authorized Amendment No. 1 to Contract No. 061311-1 with Wright Asphalt to extend the contract term from April 6, 2012 to April 5, 2013.

Evaluation

Per Section 3, item 1, of Contract No. 061311-1, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The County will benefit by extending the term of the contract for another year, thereby locking in the unit price that was contracted in 2011, for one more year.

Conclusion

Amendment No. 2 will allow the contract to be extended for a one year term from April 6, 2013 to April 5, 2014. The extension will allow the contractor to continue to provide the MC-800TR chip seal oil for road maintenance and repair on various roads throughout the County for a one-year period.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 061311-1 with Wright Asphalt Products Co. to provide MC-800TR chip seal oil.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 061311-1 between Gila County and Wright Asphalt Products Company for MC-800TR chip seal oil to extend the contract for 12 months, from April 6, 2013, to April 5, 2014.

Attachments

Original Contract 061311-1 with Wright Asphalt

Amendment #1 to Contract #061311-1 Wright Asphalt

Amendment #2 to Contract #061311-1 Wright Asphalt

Legal Explanation

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



SOLICITATION NUMBER

061311-1

MC-800TR CHIP SEAL OIL

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**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

**1400 East Ash Street
Globe, Arizona
85501**

**SOLICITATION NUMBER:
061311-1**

BID DUE DATE: August 12, 2011

TIME: 11:00 AM MST

DESCRIPTION: MC-800TR CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement (Board Conference Room)
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928)402-8612.

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, 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 office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: July 27 and August 3, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Five months with two one year renewal options
Phone Number: 928-402-8612

Signed: Michael A. Pastor Date: 7, 20, 11
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Bryan B. Chambers Date: 7, 19, 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 061311-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of MC-800TR Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below. 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.

2. Product Specifications

MC-800TR Modified Medium Cure Cutback Specifications			
Property	Test Procedures	Minimum	Maximum
Whole Ground Tire Rubber Content %		9.0	
Kinematic Viscosity @ 60° C (140F), Centistokes	ASTM D 2170	800	160
COC Flash Point, °F	ASTM D 92	150	
Water, Vol %	ASTM D 95		.20
Distillation Test:	ASTM D 402		
225°C (437°F)		0	0
260°C (500°F)		0	35
316°C (600°F)		45	80
Residue from Distillation, Vol %		75	
Tests on Residue from Distillation:			
Viscosity @ 60°C (140°F), poises	ASTM D 2171	300	1200
Ductility @ 25°C (77°F), cm	ASTM D 13	100	
Solubility in TCE, wt %	ASTM D 2042	97.0	

If the Penetration of residue is more than 200 and the Ductility at 77° is less than 100 cm, the material is acceptable if its Ductility at 60° is more than 100cm.

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and

mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 061311-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid 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 IFB, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all offers; or portions thereof; or
 3. Reissue a Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(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 Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) 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 bidders who have submitted a bid have the right to protest. A protest of a proposed award or 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:

- A. The name, address and telephone number of the protester.
- B. The 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. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

SOLICITATION NO. 061311-1**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.

OFFERORS 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 bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

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 Invitation for Bid 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 IFB. 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's Procurement Manager, 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.

SOLICITATION NO. 061311-1**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 vendor(s) 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 vendor 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 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, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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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, 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 materials requested. 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, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale 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.
2. 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 and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor 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.

SOLICITATION NO. 061311-1**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 governmental 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:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 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
- 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 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 such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given 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.

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

Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal 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.

SOLICITATION NO. 061311-1**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) 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.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. 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 of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

SOLICITATION NO. 061311-1**6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. Quantities

Contractors specifically understand and agree that the quantities used for bidding purpose 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 Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

8. Price Reduction

A price adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

The Contractor certifies in signing the Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. 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.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

13. Multiple Award

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

14. Vendor Registration

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. 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.

17. Insurance Requirements

The 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.

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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. Contractor is free to purchase such 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, broad form contractual liability and XCU 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

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. 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.

SOLICITATION NO. 061311-1

- 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**, 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, 1400 E. Ash St., Globe, AZ**. 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.

SOLICITATION NO. 061311-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS 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 SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

- A. Sealed Bids will be received by the County of Gila 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 offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and 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 an Offer 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 Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid 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 Bid shall be listed on the offer.
- F. No alterations in Bids, 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 Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

SOLICITATION NO. 061311-1

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results **ARE NOT** provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, 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.
 - 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 Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

SOLICITATION NO. 061311-1

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
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 Bid deadline.

REQUIRED ATTACHMENTS:**Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

SOLICITATION NO. 061311-1**Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "MC-800TR CHIP SEAL OIL", BID NO, "061311-1", DATE "August 12, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

SOLICITATION NO. 061311-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 20161625-K

Federal Employer Identification

No.: 20-8535030

WRIGHT ASPHALT PRODUCTS COMPANY
Offeror's (Company) Name

11931 WICKCHESTER LANE SUITE 101
Address

HOUSTON TEXAS 77043
City State Zip

(281) 452-9084
Phone

(281) 452-2562
Facsimile

For clarification of this offer, contact:

JOEY VINCENT
Printed Name

joeyvincent@wrightasphalt.com
Email Address

info@wrightasphalt.com
Company Email Address

[Signature]
Signature of Person Authorized to Sign Offer

JOEY VINCENT
Printed Name

ARIZONA SALES REPRESENTATIVE
Title

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.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 061311-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

[Signature]
Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

[Signature]
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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.

MC-800TR CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

WRIGHT ASPHALT PRODUCTS COMPANY
11931 WICKCHESTER LANE SUITE 101
HOUSTON, TEXAS 77043 (281) 452-9084

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 firm'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.

Qualification & Certification continued.....

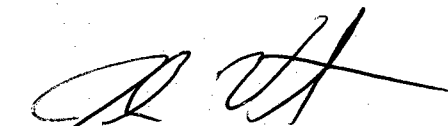
5. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A

(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.

6. Current Arizona Contractor License Number: ROC 234829

(If Applicable)



Signature of Authorized Representative

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

MC-800TR Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila CountyEstimated Quantity: 200

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>725.00</u>	\$ <u>32.00</u>	\$ <u>789.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>725.00</u>	\$ <u>36.00</u>	\$ <u>797.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>85.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>250.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: PHOENIX
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- ☒ Out-of-State vendor with a presence in Arizona
☐ Out-of-State vendor without a presence in Arizona

WRIGHT ASPHALT PRODUCTS COMPANY
Company Name

JOEY VINCENT
Company Representative

If payment is made within ~~0~~ days after receipt of goods or services, the above quoted price can be discounted by ~~0~~ %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. Company:

MARICOPA COUNTY

Contact:

TONY DEL SOL

Phone:

602-723-5601

Address:

2901 W. DURANGO, PHOENIX, AZ. 85009

2. Company:

PINAL COUNTY

Contact:

JOE RAMIREZ

Phone:

520-251-2301

Address:

31 N. PINAL ST. 131DGF, FLORENCE, AZ. 85132

3. Company:

TOWN of GILBERT

Contact:

DEMETRIUS FERNANDEZ

Phone:

480-503-6419

Address:

900 E. JUNIPER AVE. GILBERT, AZ. 85234

WRIGHT ASPHALT PRODUCTS COMPANY

Company Name



Signature of Authorized Representative

ARIZONA SALES REPRESENTATIVE

Title

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) WRIGHT ASPHALT PRODUCTS COMPANY LLC	
Business name, if different from above WRIGHT ASPHALT PRODUCTS COMPANY	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 11931 WICKCHESTER LANE SUITE 101	
City, state, and ZIP code HOUSTON, TEXAS 77043-4501	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

20-8535030

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **8-11-11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1**NON-COLLUSION AFFIDAVIT**

STATE OF ARIZONA

)
)ss
)

COUNTY OF:

JOEY VINCENT

(Affiant)

the ARIZONA SALES REPRESENTATIVE

(Title)

of WRIGHT ASPHALT PRODUCTS COMPANY 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.

(Signature)

ARIZONA SALES REPRESENTATIVE
(Title)

Subscribed and sworn before me this

11 Day of Aug, 2011

Laura Smith
Signature of Notary Public in and for

the County of MaricopaState of Arizona

LAURA SMITH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
July 8, 2014

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

At the time of submission of bids for Invitation for Bid No. 061311-1 MC-800TR Chip Seal Oil, 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 County 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, phone number, and ROC number.



It is my intention to subcontract a portion of the work.



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

WRIGHT ASPHALT PRODUCTS COMPANY
Name of Firm

[Signature]
By: (Signature)

ARIZONA SALES REPRESENTATIVE
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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.

Gila 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.



Signature of Authorized Representative

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)

X

Qualification & Certification Form (attachment B)

X

Price Sheet (attachment C)

X

References (attachment D)

X

IRS W-9 Form (attachment E)

X

Non-Collusion Affidavit (attachment F)

X

Intentions Concerning Subcontractors (attachment G)

X

Legal Arizona Works Act Compliance (attachment H)

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2011

WRIGHT ASPHALT PRODUCTS COMPANY

CONTRACTOR:

[Signature]

BY: _____

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 061311-1 MC-800TR Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before August 12, 2011, 11:00 PM MST.

**CONTRACT 061311-1**

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

AMENDMENT #1**WRIGHT ASPHALT PRODUCTS COMPANY
MC-800TR CHIP SEAL OIL**


Effective September 6, 2011, Gila County and Wright Asphalt entered into a contract whereby Wright Asphalt agreed to provide MC-800TR Chip Seal Oil to various locations in Gila County for a seven (7) month period. The contract will terminate on April 5, 2012. Per Section 3, Item 1, of the Contract, the County shall have the right, at its sole option, to renew the contract.

Amendment No. 1 will allow the contract to be extended for a twelve (12) month term from April 6, 2012, to April 5, 2013.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) 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 this 17th day of April, 2012.


GILA COUNTY:**GILA COUNTY BOARD OF SUPERVISORS**


Tommie C. Martin, Chairman, Board of Supervisors


ATTEST


Marian Sheppard, Chief Deputy Clerk of the Board

SUPPLIER:**WRIGHT ASPHALT PRODUCTS COMPANY**


Suppliers Signature
JOHN VINCENT
Print Name

APPROVED AS TO FORM:


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



AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 061311-1 MC-800TR CHIP SEAL OIL

Effective September 06, 2011, Gila County and Wright Asphalt entered into a contract whereby Wright Asphalt agreed to provide MC-800TR Chip Seal Oil to various locations in Gila County for a seven (7) month period. The contract term expired January 06, 2012. Per Section 3, Item 2, of the Contract, the County shall have the right, at its sole option, to renew the contract for two (2) one (1) year periods.

Amendment No. 1 was approved by the Board of Supervisors on April 17, 2012, to extend the contract period to April 05, 2013.

Amendment No. 2 will allow the contract to be extended for a one (1) year period from April 06, 2013 to April 05, 2014.

Contractor will continue to bill for services pursuant to Attachment "C" Price Sheet of the original Contract No. 061311-1, but in no event shall charges for the April 06, 2013 to April 05, 2014 extension exceed \$300,000.00 without prior written agreement of the County.

All terms, conditions and provisions of the original Contract No. 061311-1 shall remain the same and apply during the length of the renewal period from April 06, 2013 to April 05, 2014.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, 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 this _____ day of _____, 2013.

**GILA COUNTY:
GILA COUNTY BOARD OF SUPERVISORS**

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

**SUPPLIER:
WRIGHT ASPHALT PRODUCTS COMPANY**

Suppliers Signature

Jocy Vincent
Print Name



GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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-1781

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Marian
Sheppard,
Clerk, BOS

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the
Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Elk's Pinal Mountain Lodge #2809 Special Event Liquor License Application for April 27, 2013.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pinal Mountain Elk's Lodge of Globe, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2013.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Pinal Mountain Elk's Lodge to serve liquor at a wedding reception to be held at the Gila County Fairgrounds Bldg. 990 on April 27, 2013.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elk's Lodge of Globe, Arizona, to serve liquor at a wedding reception on April 27, 2013.

Attachments

Application for Special Event License

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Benevolent & Protective Order of Elks Pinal Mtn #2809

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0947792

3. The organization is a: (check one box only)

☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Wedding Reception

5. Location of the event: Fairgrounds Bldg, 990 Fairgrounds Rd Globe, Gila Co. 85501

Address of physical location (Not P.O. Box)

City

County

Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Howes Diana Lynn 022759

Last

First

Middle

Date of Birth

7. Applicant's Mailing Address: 770 S. 11th St. Globe AZ 85501

Street

City

State

Zip

8. Phone Numbers: (928) 812-1346 (928) 425-0450 () none

Site Owner #

Applicant's Business #

Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>April 27-2013</u>	<u>Saturday</u>	<u>3pm</u>	<u>12:00 AM</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Pinal Mountain EIKS # 2809 100%
Percentage

Address P.O. BOX 2809, Globe, AZ 85502

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police ☐ Fencing
X # Security personnel ☐ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? NA ☐ YES ☐ NO

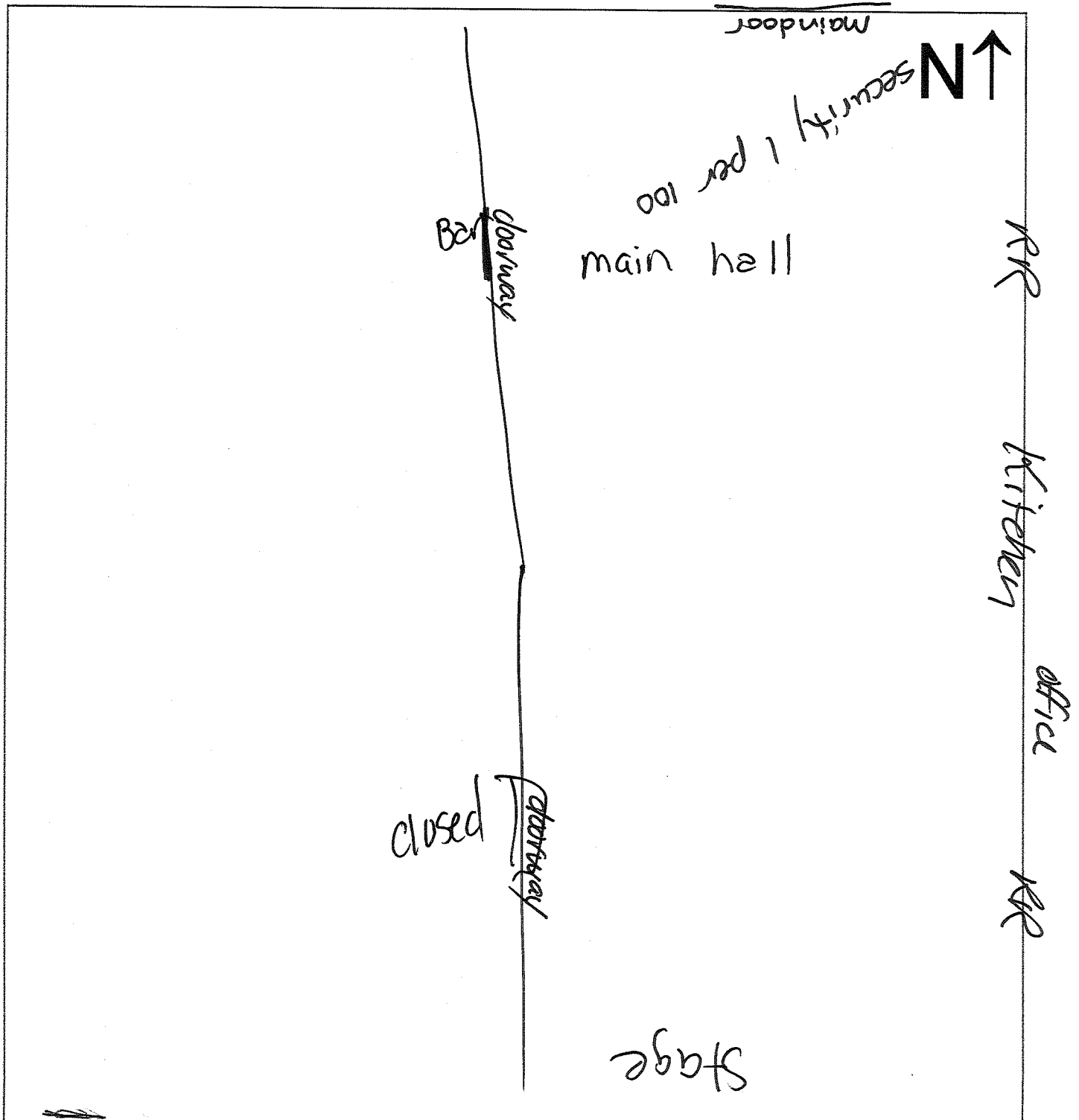
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

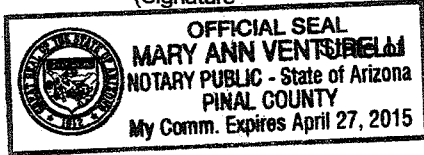
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Jullie A. Mercer declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Jullie A. Mercer Treasurer 4-3-13 (928) 812-4854
(Signature) (Title/Position) (Date) (Phone #)



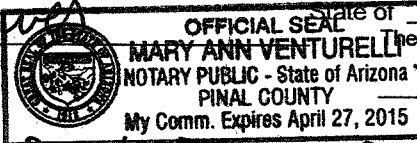
Arizona County of Gila
The foregoing instrument was acknowledged before me this 30th April 2013
Day Month Year

My Commission expires on: April 27, 2015 Mary Ann Venturelli
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Diana L. Howes declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Diana L. Howes Arizona County of Gila
(Signature) (Title/Position) (Date) (Phone #)
The foregoing instrument was acknowledged before me this 30th April 2013
Day Month Year



My commission expires on: April 27, 2015 Mary Ann Venturelli
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

(Title) (Date)

ARF-1792

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 04/16/2013

Submitted For: Tommie

Submitted By:

Martin,
Member,
Board of
Supervisors

Janice Cook, Administrative Services
Manager, Deputy County Manager

Department: Board of Supervisors-District 1

Fiscal Year: 12/13

Budgeted?: Yes

Contract Dates 7/1/12 -

Grant?: Yes

Begin & End: 6/30/13

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Agreement between Gila County and the Arizona State Forestry Division for FY 2012-2013 for Environmental Program Assistance.

Background Information

In 1999, the counties of Apache, Gila, Graham, Greenlee and Navajo agreed by vote of their Board of Supervisors to expend State-appropriated monies to implement environmental programs that would impact economic development through the Environmental Economic Communities Organization (EECO). The counties then submitted a joint plan to the Arizona State Forester describing projects in the five counties which demonstrated the feasibility and necessity of multiple use of natural resources and renewable energy.

In FY 2012/2013, the State budget included a \$75,000 appropriation for EECO, the disbursement for which is contingent upon (1) the State Forester's approval of EECO's proposed projects and (2) the execution of an Agreement by each member county's Board of Supervisors.

Evaluation

The State Forester has verbally approved EECO's three proposed environmental projects which will positively impact economic development in Apache, Gila, Graham, Greenlee and Navajo counties. An Agreement is required by each member county's Board of Supervisors in order for the State to disburse a total of \$75,000, payable to the counties in the amount of \$15,000 each.

Navajo County administers the EECO, so upon Gila County receiving \$15,000, it will be forwarded to Navajo County.

Conclusion

Administration believes that execution of the proposed Agreement with the Arizona Division of Forestry is in the best interest of Gila County in order for projects (common to Apache, Gila, Graham, Greenlee and Navajo counties) which impact economic development can proceed with the State funding.

Recommendation

Administration recommends approval of the Agreement with the State Forestry Division in order to facilitate disbursement of \$15,000 in State funding to Gila County for environmental projects that will affect economic development.

Suggested Motion

Approval of an Agreement between Gila County and the Arizona Division of Forestry whereby Gila County will receive \$15,000 of a total appropriation of \$75,000 for three environmental projects affecting economic development in the five counties of Apache, Gila, Graham, Greenlee and Navajo which were identified by the Environmental Economic Communities Organization on behalf of the counties and submitted to the State Forester who has approved them.

Attachments

2013 Forestry Agreement

2013 EECO Projects

Legal Explanation

INTERGOVERNMENTAL AGREEMENT

Between

ARIZONA STATE FORESTRY DIVISION

And

THE GILA COUNTY BOARD OF SUPERVISORS

Regarding

ENVIRONMENTAL PROGRAM ASSISTANCE

I. PURPOSE

The Arizona State Forestry Division (the “Division”) and the Gila County Board of Supervisors (the “County”) enter into this agreement to establish the terms and conditions under which the Division shall disburse to the County monies that have been appropriated by the Arizona Legislature to the Division for county environmental programs impacting economic development.

II. RECITALS

- A. The Arizona State budget includes an appropriation to be divided between five eastern Arizona Counties to implement environmental programs impacting economic development, subject to the submittal of a proposed plan that is approved by the Arizona State Forester, Arizona State Forestry Division.
- B. By this Agreement, The Division and the County now wish to confirm the terms and conditions under which the Division shall disburse the appropriated monies to the County.
- C. This Intergovernmental Agreement shall become effective upon execution by both parties and approval by the Arizona Attorney General, and shall be for a term of five (5) years commencing on its effective date, unless terminated at an earlier date as provided for in this Agreement.

III. STIPULATIONS

A. TERMS OF DISBURSEMENT

- 1. Amount - The Division agrees to disburse to the County the sum of

\$15,000 during fiscal year 2013 for the purposes of planning and implementing specific environmental programs. The Division and the County agree that the monies will be disbursed as stipulated in Paragraph 3 of this Subsection. In the subsequent fiscal years during the term of this agreement, the Division agrees to disburse to the County an equal share of the State appropriation designated for the five counties.

2. Proposed Plans - The County shall prepare and submit documentation of completed projects and proposed plans for approval by the Division on or before December 31st of the funded fiscal year. Proposed plans and documentation of completed projects shall include:
 - a. Description of the projects undertaken, including their relevance and contribution to the Program.
 - b. For each project, a budget itemized by specific categories of expenditures.
 - c. Specific goals, objectives and finished products delivered or achieved by the proposed projects.
 - d. A completion date for each project.
3. Disbursement - The Division shall disburse the appropriated monies to the County as follows:

After approving the County's plan pursuant to Subsection B, Paragraph 2 of this Agreement, the Division shall release an equal share of the monies appropriated to the Division and designated for the five counties.

B. DIVISION OBLIGATIONS

1. Plan Review and Approval - Before disbursing any portion of the appropriated monies, the Division shall review the proposed plans submitted by the County, including any plan amendments, to ensure their consistency with the appropriation legislation, the Program Plan, and this Agreement.
 - a. If the Division finds that the proposed plans are substantially consistent with the appropriation legislation, the Program Plan, and this Agreement, the Division shall approve the plans in writing and disburse the monies as provided under Section III, Subsection A, Paragraph 3 of this Agreement.
 - b. If the Division finds that the proposed plans are not substantially

consistent with the appropriation legislation, the Program Plan, or this Agreement, the Division shall request that the County amend the plan before the Division provides written approval and disburses the monies.

2. Review and Inspection Terms

- a. Reviews of proposed plans and project documentation pursuant to this subsection shall be in the sole and reasonable discretion of the Division subject to the intent of the appropriation legislation.
- b. On reasonable notice to the County, the Division may inspect all aspects of any project to ensure consistency with plans approved pursuant to Paragraph 1 of this subsection, the Program Plan, this Agreement, and the appropriation legislation.

C. COUNTY OBLIGATIONS

In addition to preparing and submitting proposed plans for approval by the Division as required by Laws, the County shall:

1. Prepare and submit documentation of projects and return to the Division any monies which remain unspent after the end of the fiscal year in which the funds are disbursed.
2. Be solely responsible for completing projects funded pursuant to this Agreement and for satisfying any third-party contracts or agreements.
3. Be solely responsible to the Division for the accounting of monies disbursed pursuant to this Agreement.
4. Use monies disbursed by the Division pursuant to this Agreement only for projects which have been approved by the Division as provided under Section III, Subsection B, Paragraph 1, of this Agreement.
5. On the Division's demand, remit any portion of previously disbursed monies that is not used according to the terms and conditions of this Agreement.
6. Comply with all applicable federal and state laws, rules and regulations.
7. Appoint a representative for compliance with this Agreement who, on the Division's request shall certify that:

- a. The representative has the authority to act in and on behalf of the County.
- b. The county shall provide all financial and managerial resources necessitated by projects funded pursuant to this Agreement.
- c. The County is in compliance with the terms and conditions of this Agreement.

IV. ADDITIONAL TERMS

- A. INDEMNIFICATION - The County agrees to assume all risks of loss and to indemnify and hold the State of Arizona, the Division, its officers, agents employees and attorneys harmless from and against any liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees and expenses thereto, for injury or death to persons and for loss of, damage to, theft of or destruction of any personal or real property, including loss of use thereof arising from or in connection with the performance of the County's obligations pursuant to this Agreement, whether or not authorized by the Division.
- B. DEFAULT - In the event of a default by either party of the terms of this Agreement, the non-defaulting party shall have all rights and remedies available at law.
- C. TERMINATION - By written notice, the Division may terminate this Agreement in whole or in part, without penalty, if the Division deems termination to be in the best interest of the State. If this Agreement is terminated, the County shall complete any and all work in progress as of the termination date and shall receive a corresponding amount of the appropriated monies.
- D. RECORDS - Pursuant to A.R.S. Section 35-214 and 35-215, for five years after the final review of the use of monies disbursed pursuant to this agreement, the parties shall retain all records and supporting documentation pertaining to work that was funded, and shall make the records and documentation available for inspection on request by the Auditor General, or any person.
- E. CONFLICT OF INTEREST - This Agreement is subject to cancellation by the Governor or the County pursuant to A.R.S. Section 38-511.
- F. ARBITRATION - To the extent required by A.R.S. Section 12 -1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising from this Agreement.

- G. ANTI-DISCRIMINATION - The parties agree to be bound by the Governor's Executive Order No. 2009-09 regarding nondiscrimination in employment by government contractors and subcontractors.
- H. UNAVAILABILITY OF FUNDS - The parties recognize that performance by any party may depend on the appropriation of funds. Should the Legislature fail to appropriate the necessary funds, or if the appropriation is reduced during the fiscal year, the parties may reduce the scope of this Agreement, if appropriate, or cancel the Agreement without further duty or obligation. Each party agrees to notify the other party of the unavailability of funds as soon as possible after the lack of funds becomes known.

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date of the last signature shown below.

Arizona State Forester

Date

Approved as to Form:

Assistant Attorney General

Chairman
Gila County Board of Supervisors

Date



Plan for
Receipt and Expenditure of Monies for
County Environmental Programs
Impacting Economic Development
Fiscal Year 2013

Pascal Berlioux, Ph.D. MBA
Executive Director
Environmental Economic Communities Organization
550 N. 9th Place, Show Low, AZ 85901
pberlioux@easternarizonacounties.us
Phone: (928) 637 3037
December 2012

Foreword

Recognizing that the words “*collaboration*,” “*cooperation*,” “*coordination*,” “*contribution*” or “*consultation*” and their associated words such as “*collaborator*,” “*cooperator*” or “*contributor*” may have specific legal meanings under the National Environmental Policy Act (NEPA), the Collaborative Forest Landscape Restoration Act (CFLRA) or other acts, or specific regulatory meanings in U.S. Department of Agriculture (USDA) or U.S. Department of the Interior (USDI) regulatory texts, or may be value laden, the Environmental Economic Communities Organization Board of Directors has elected to use the word “*participation*” to characterize its action, in order to avoid unintended interpretations or possible misinterpretations.

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Introduction

In October 1993, the longtime collaboration between Apache, Gila, Graham, Greenlee, and Navajo Counties ("Counties") was formalized under A.R.S. 11-952 by an Intergovernmental Agreement between the Counties to create the Eastern Arizona Counties Organization (ECO) and to participate in, support and endorse its actions and decisions which are in compliance with the adopted bylaws of the organization. The initial primary purpose of the Counties was to develop a process to implement Presidential Executive Order 12372 (PEO 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the Counties.

In December 1998, Apache, Gila, Graham, Greenlee, and Navajo Counties agreed by vote of their Boards of Supervisors to create the Environmental Economic Communities Organization (EECO) for the purpose of planning and implementation of specific environmental programs impacting economic development.

In May 1999, the Governor signed into law Senate Bill 1222, appropriating the sum of \$250,000 for each of the fiscal years 2000 and 2001 from the state general fund to the State Land Department for equal distribution to Apache, Gila, Graham, Greenlee, and Navajo Counties for planning and implementation of specific environmental programs impacting economic development in those counties.

In September 1999, the Counties caused EECO to submit for approval to the State Land Department an environmental program plan that included a comprehensive set of research, demonstration projects, educational forums, and public information dissemination efforts that promoted and demonstrated the stewardship-based utilization of natural resources throughout Arizona.

In March 2001, EECO was incorporated as a nonprofit corporation under Title 10, Chapter 25, A.R.S. Section 10-3201, in order to become a distinct legal entity with whom individual counties and entities created by intergovernmental agreements and appropriate bylaws under A.R.S. 11-952 - such as the Eastern Arizona Counties Organization created by Apache, Gila, Graham, Greenlee, and Navajo Counties in October 1993 - may reach agreements to provide services under A.R.S. 11-952.

For fiscal years 2000 to 2012, the State Budget included appropriations disbursed equally by the State Land Department then the State Forestry Division to Apache, Gila, Graham, Greenlee, and Navajo Counties for the purpose of funding EECO, and EECO performed directly or through agreements to provide services with individual counties or the Eastern Arizona Counties Organization, the planning and implementation of specific environmental programs impacting economic development in those counties.

For fiscal year 2013 (FY 2013), the State Budget included a \$75,000 appropriation to be disbursed equally in \$15,000 installments by the State Forestry Division to Apache, Gila, Graham, Greenlee, and Navajo Counties through the execution of individual intergovernmental agreements between each of the counties and the State Forestry Division, for the purpose of funding EECO, subject to the submittal of a proposed Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic for fiscal year 2013 ("Plan") and the submittal of documentation of completed projects in FY 2012.

EECO is hereby submitting to the State Forestry Division a Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development for fiscal year 2013, to be approved by the State Forester. Upon approval of the Plan, each of the Counties will sign an Intergovernmental Agreement for fiscal year 2013 with the State Forestry Division, for the equal disbursement of \$15,000 installments by the State Forestry Division to Apache, Gila, Graham, Greenlee, and Navajo Counties, from the \$75,000 State Budget appropriation.

The EECO fiscal year 2013 Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development proposes two strategic directions:

- 1) The continuation of three long term priorities previously approved by the State Forestry Division for planning and implementation:
 - a. Participation in developing forest biomass projects;
 - b. Participation in the Mexican Gray Wolf Recovery Program;
 - c. Participation in professional organizations.

Significant progress has been made along these three priorities, which are presented in the documentation of completed projects previously submitted to the State Forestry Division for previous fiscal years, and most recently with the filing of the Report on Fiscal Year 2012 Activities submitted by EECO to the Arizona State Forestry Division.

- 2) The participation of EECO in new priorities addressing:
 - a. The continuation of the restoration efforts and wood industry economic development initiated in the White Mountains under the White Mountains Stewardship Contract that is expected to expire with the issuance of the final task orders in August of 2014;
 - b. The power and transportation infrastructure issues resulting from the continued threat of catastrophic wildfires, as well as the implementation of restoration efforts on a landscape scale in northern Arizona, expected to result in the mechanical treatment of up to 50,000 acres annually for a period of 20 years, and the resulting transportation on state highways and county roads of approximately 1.7 million tons of logs and 600,000 tons of residual biomass annually, which equates to approximately 90,000 annual truck runs, or approximately 360 daily truck runs in northern Arizona;
 - c. The emerging issues of new and additional species recovery efforts prompted by the recent documentation of the presence of one jaguar in the mountains of Arizona.

In consequence, the EECO fiscal year 2013 Plan is articulated in four separate but mutually complementary programs:

- Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountains Stewardship Contract.
- Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.
- Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.
- Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Northern Arizona Infrastructures.

This Plan covers EECO activities to be performed directly by EECO or through agreements to provide services with individual EECO member counties or the Eastern Arizona Counties Organization (ECO). These activities are scheduled to take place during fiscal year 2013, from July 1, 2012 to June 30, 2013.

The EECO total operating budget for fiscal year 2013 identifies the expenditure of \$129,000 funded by \$75,000 of EECO appropriation; \$30,000 of Eastern Arizona Counties Organization (ECO) funding; and \$24,000 of deficit spending.

Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountains Stewardship Contract

Background

In June and July 2002, the Rodeo-Chediski Fire burned approximately half a million acres in the White Mountains of northern and eastern Arizona. The devastation of the Arizona forests, unprecedented in historical times, the large scale community evacuations that it triggered, and the loss of approximately 400 homes and structures crystalized the threat identified in the first EECO Environmental Program Plan of 1999, and stimulated the EECO Counties and the White Mountains communities to accelerate the completion of community fire plans spanning seamlessly the wildland urban interface (WUI) across the White Mountains. In addition, the White Mountains Natural Resources Working Group (NRWG) provided a forum for a broad range of stakeholders to provide collaborative input to the USFS and to create a local social license to experiment with a large scale, long term stewardship contract as authorized by the 2003 Healthy Forest Restoration Act.

In August 2004, the U.S. Forest Service (USFS) awarded Future Forest, LLC the White Mountains Stewardship Contract (WMSC) on the Apache–Sitgreaves National Forest. This project was at the time the largest 10 year stewardship contract in the nation. The contract allowed for the treatment of up to 15,000 acres per year, up to 150,000 acres over 10 years. The stewardship contract was also intended to facilitate the development of a wood products industry better suited to market the small-diameter trees harvested during the implementation of restoration mechanical treatments.

Due to budgetary and efficiency challenges, the WMSC has not fully met its ambitious objective but has nonetheless allowed for approximately 5,000 to 7,000 acres to be treated annually, and the 2011 White Mountains Stewardship Project Economic Assessment report credits the WMSC for supporting 445 full time equivalent (FTE) jobs tied directly or indirectly to twelve companies contributing \$18.7 million in 2011 to the White Mountains local economy.

The WMSC is widely credited for being instrumental in creating the conditions that allowed fire fighters to save several White Mountains communities such as Alpine or Greer from destruction by catastrophic wildfires during the 2011 Wallow Fire.

Issue

The WMSC will expire with the expected award of the last task orders in August 2014. Treatments implemented with the last task orders can probably be expected to continue on the ground and to supply round wood and residual biomass to the local industry until the end of 2014, after which no mechanism currently exists to further the restoration work on the ground and to provide a predictable wood supply to the industry.

Strategic Objective

EECO is committed to continue to support the WMSC and to participate in the development and implementation of a successor strategy to the WMSC, that insures that restoration treatments continue to be implemented in the White Mountains, and that the industry originally sustained by the WMSC continues to be supplied with round wood and residual biomass in an ecologically and economically viable and sustainable manner.

Execution Strategy

Several models are conceivable to execute the strategic objective of insuring that restoration treatments continue to be implemented in the White Mountains, and that the industry originally sustained by the WMSC continues to be supplied with round wood and residual biomass in an ecologically and economically viable and sustainable manner:

- 1) Timely implementation of the Four Forest Restoration Initiative (4FRI) 2nd analysis area planning and contracting in the White Mountains; or
- 2) Development of a second large scale and long term White Mountains Stewardship Contract; or
- 3) Development of several smaller and shorter stewardship contracts in the White Mountains; or
- 4) Development of traditional timber sales in the White Mountains; or
- 5) A sequential or parallel combination of the above; or
- 6) Other solution(s).

Any of these solutions will entail considerable planning and contracting work and will require significant agency funding and political support.

It is the strategy of EECO to:

- raise the visibility of the issue;
- make it a priority item with the state and federal partners;
- provide technical and political support in the selection of an appropriate successor model;
- provide technical and political support for the timely development and implementation of an appropriate successor model.

EECO will provide this support and participation by:

- actively engaging in and if necessary initiating the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;
- attending, participating in, and if necessary hosting the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- providing economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- providing political advocacy for an appropriate successor strategy to the (WMSC) with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

EECO intends to expend 20% of its resources on Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountains Stewardship Contract.

EECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 1 (WMSC)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

EECO Funding FY 2013	EECO Funding	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 1 (WMSC)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

EECO intends to dedicate 20% of its activities to Program 1: Continued Support for, and Participation in the Development and Implementation of a Successor Strategy to the White Mountains Stewardship Contract.

EECO Activities FY 2013	Share	Northern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 1 (WMSC)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcome

As a result of its engagement in Program 1 (WMSC), EECO seeks the following outcome:

- Contractual implementation prior to August 2014 of one or several US Forest Service stewardship contract(s) and/or timber sale(s) guaranteeing the term long term (10 years) and appropriate scale (minimum of 7,000 acres per year) continuation of restoration Treatments in the White Mountains, and supply of round wood and residual biomass to the White Mountains industry previously supported by the WMSC.

Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative

Background

In June and July 2002, the Rodeo-Chediski Fire burned approximately half a million acres and 400 houses and structures in the White Mountains of northern and eastern Arizona. In August 2004 the U.S. Forest Service (USFS) initiated work under the White Mountains Stewardship Contract (WMSC) on the Apache–Sitgreaves National Forest. The stewardship authority allowed the USFS to exchange the value of the material harvested during the restoration treatments with the cost of the restoration services provided, and to subsidize the restoration costs when not fully offset by the valuation of the material. The WMSC allowed for the treatment of up to 15,000 acres per year over 10 years. However, as the WMSC contract proceeded, the USFS routinely had to subsidize the work at the rate of an average of \$500 to \$800 per acre, and budgetary constraints prevented the agency from funding the implementation of the full objectives of the contract. Instead of the 15,000 acres per year authorized, the WMSC implemented an average of 5,000 to 7,000 acres per year, and the model failed to demonstrate the ability to scale up from local to landscape scale.

From 2006 to 2008, collaborative work progressed in northern Arizona, under the auspices of the Arizona Governor's Forest Health Council (GFHC) and local collaborative groups, to develop a new model of Accelerated, Landscape Scale, Consensus Based, Industry Supported Community Protection, Forest Restoration and Fire Management across Northern Arizona. The EECO Counties participated critically in the process, with all five Counties passing Board of Supervisors resolutions of support, and providing sustained and aggressive political support for the effort at the local, state, regional and federal levels.

In April 2009 the USFS and the GFHC co-hosted a Four Forests Initiative Forum that led to the creation of the USFS Four Forest Restoration Initiative (4FRI), the formalization of the collaborative effort in the 4FRI Stakeholders Group, and the beginning of the agency and stakeholders' work on a 4FRI planning and a 4FRI contracting efforts. A Proposed Action (PA) was published under the National Environmental Protection Act (NEPA) in March 2011, and a contract Request for Proposal (RFP) was published under the Stewardship Authority of the Healthy Forest Restoration Act in June 2011.

In May 2012, the USFS awarded Pioneer Forest Products LLC the stewardship contract for the first analysis area of the Four Forest Restoration Initiative ("1st 4FRI contract") on the Coconino,

Kaibab, and Apache-Sitgreaves national forests. This project is at the time of this writing the largest 10 year stewardship contract in the nation. The contract allows for the mechanical treatment of at least 30,000 acres per year or at least 300,000 acres over 10 years. The 1st 4FRI contract is intended to allow a multi hundreds of millions of dollars investment in the creation of a new appropriate scale utilization capacity of small diameter round wood and residual biomass in northern Arizona, and the creation of up to 1,000 jobs.

Issues

Contract awarding is only one of the necessary conditions for the success of 4FRI. The other necessary conditions currently still to be met are:

- 1) The completion by the U.S. Forest Service of the necessary Environmental Impact Statement (EIS) and Record of Decision (ROD) under the National Environmental Policy Act (NEPA);
- 2) The continued collaboration by the USFS as required under law by the Collaborative Forest Landscape Restoration Act (CFLRA) and accomplished through the 4FRI Stakeholders Group;
- 3) The maintenance of the social license necessary to proceed with industry funded landscape scale restoration mechanical treatments on public lands;
- 4) The execution of the investment and business plans proposed by the winning bidder of the 1st 4FRI contract.

Strategic Objectives

EECO is committed to continue to support 4FRI and to participate in its effective execution, in order to insure that:

- 1) The restoration treatments proposed in 4FRI are actually implemented at the contracted scale (30,000 acres annually) and per the contracted schedule (starting with 15,000 acres in 2013);
- 2) The multi hundreds of millions of dollars investment in the creation of a new appropriate scale utilization capacity of small diameter round wood and residual biomass in northern Arizona actually takes place per the contracted schedule (funding by December 2012, completion in 2014);
- 3) The economic impact expected from 4FRI (creation of 1,000 jobs) actually takes place in a timely manner (starting in 2013).

Execution Strategy

To fulfill these objectives, it is the strategy of EECO to:

- continue its participation to the activities of the 4FRI Stakeholders Group;
- continue its work with the U.S. Forest Service and U.S. Department of Agriculture;
- continue its work with private industry representatives and investors;
- increase its bilateral work with the conservation and science constituencies in order to facilitate the identification and prioritization of areas of agreement between various organizational restoration perspectives;
- increase its role as a consensual leadership provider in the 4FRI NEPA process in order to facilitate a consensus agreement between the agency and stakeholders, and insure the timely completion of the Draft Environmental Impact Analysis (DEIS) by February 2013 and of the final Environmental Impact Analysis (EIS) and Record of Decision (ROD) by January 2014;
- emphasize the large area of consensus agreement over the narrow areas of technical disagreements in order to sustain the social license and further promote the non-confrontational implementation of 4FRI;
- provide technical support as requested by the winning bidder of the 1st 4FRI contract in order to facilitate the location, permitting and construction of the industrial facilities;
- enforce fairly but firmly accountability on all agency and non-agency stakeholders in the planning and contracting tracks as required for the successful and timely execution of 4FRI, defined as treatments being implemented on the ground per the contracted schedule.

EECO will implement this strategy by:

- actively engaging in and if necessary initiating the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;
- attending, participating in, and if necessary hosting the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- providing economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- providing political advocacy in support of the various aspects of 4FRI with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

EECO intends to expend 40% of its resources on Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.

EECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 2 (4FRI)	40%	\$32,700	\$9,810	\$4,600	\$4,490	\$51,600
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

EECO Funding FY 2013	EECO Funding	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 2 (4FRI)	\$30,000	\$12,000	\$0	\$9,600	\$51,600	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

EECO intends to dedicate 40% of its activities to Program 2: Continued Support for, and Participation in the Development and Implementation of an Effective Execution Strategy for the Four Forest Restoration Initiative.

EECO Activities FY 2013	Share	Northern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 2 (4FRI)	40%	50	40	10	30	70	200
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 2 (4FRI), EECO seeks the following outcomes:

- Funding of the 4FRI 1st contract investment by December 2012.
- Publication of the 4FRI DEIS by February 2013.
- Publication of the 4FRI EIS and ROD by January 2014.
- Implementation of the first 4FRI restoration treatments (15,000 acres) in 2013.
- Construction and operation of the first phase (defined to be a high efficiency small diameter sawmill by Pioneer LLC) of the 4FRI 1st contract industrial facilities by December 2014.

Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts

Background

In March 1997, the Secretary of the Interior signed a Record of Decision (ROD) approving the release of captive-reared Mexican gray wolves into the Blue Range Wolf Recovery Area located in Greenlee County and an adjacent area of New Mexico. In January 1998 the U.S. Fish & Wildlife Service (USFWS) published the Final Rule, Establishment of a Nonessential Experimental Population of the Mexican Gray Wolf in Arizona and New Mexico, and in March 1998, Mexican gray wolves were released for the first time in the Blue Range Wolf Recovery Area. The Blue Range reintroduction project is managed by the USFWS in collaboration with the Arizona Game and Fish Department (AZGFD), the New Mexico Department of Game and Fish, the USFS, USDA-APHIS Wildlife Services, and the White Mountain Apache Tribe operating together under a formal Memorandum of Understanding which enables the signatories to develop a mutually-agreeable, long term, science based collaboration for the reintroduction of Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area. The recovery program projected a population of 18 breeding pairs and 102 wolves by the end of 2006. The current population is believed to be six breeding pairs and 58 wolves presently in the wild. An adult male Mexican gray wolf is considered for release in mid-January 2013 in the Apache-Sitgreaves National Forest, adjacent to the Bluestem pack to replace the pack's alpha male found dead in July and determined to have been illegally killed.

In parallel to the American government recovery efforts, the Mexican government released five Mexican wolves, three females and two males, into the Sierra San Luis in the state of Sonora in October 2011. Although four of these wolves were illegally killed within months, the Mexican government conducted additional releases in 2012 and has informed the USFWS of their plans to continue releasing in 2013 Mexican wolves into the northern area in the Sierra Madre Occidental, and to potentially initiate releases in the Mexico state of Nuevo Leon. In December 2012, the USFWS released a Southwestern Gray Wolf Management Plan to address the management of wolves that naturally disperse into Arizona, New Mexico and western Texas.

Additionally, in April 2012 the USFWS and the Jaguar Recovery Team completed a Jaguar Recovery Outline to provide a preliminary strategy for jaguar conservation until a full recovery plan is completed in December 2013. In August 2012, the USFWS proposed to designate 838,232 acres in Pima, Santa Cruz, and Cochise Counties, AZ and Hidalgo County, NM as critical habitat for the jaguar under the Endangered Species Act (ESA).

In November 2012 a male jaguar was photographed in the northern Santa Ritas Mountains about 40 miles southeast of Tucson near the proposed Rosemont Mine site. Although the proposed designated critical habitat is outside the area of the five counties of EECO, in September 1963 the nation's last known female jaguar was legally killed near Big Lake in the White Mountains, prompting speculation that the counties of EECO could be concerned by a full jaguar recovery plan.

Issues

Several recent events seem to indicate a renewed radicalization of the dialog about the Mexican Gray Wolf:

- 1) In September 2012 the Blue Range Wolf Reintroduction Project Interagency Field Team (IFT) circulated a Replacement Release Proposal designed to replace in 2013 wolves removed from the population by illegal and/or natural mortality. This decision, made over the objection of ECO, Greenlee, Graham, and Navajo counties and despite the non-completion of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010 and not due until December 2013, raises concerns about the direction as well as the nature of the Mexican Gray Wolf Recovery Program.
- 2) In November 2012 a lawsuit was filed by an environmental group challenging the USFWS failure to respond to a 2004 petition calling for implementation of sweeping reforms in the management of the Mexican gray wolf population and urging an acceleration of the recovery efforts.
- 3) In December 2012 a notice of intent to sue was filed by an environmental group with the USFWS over the agency's decision to live-capture wolves that may enter Arizona and New Mexico from Mexico.

Additionally, the emergence of an effort to designate habitat for the Jaguar, possibly leading to efforts to seek its reintroduction, further stress the already complex and delicate social balance between the need for conservation and the need for responsible exploitation of Arizona's natural resources.

Strategic Objectives

EECO is committed to continue to participate in the Mexican Gray Wolf Recovery Program, and to participate in the dialog about other species habitat designation or recovery efforts, in order to insure that the Mexican Gray Wolf Recovery Program, and other species management efforts do not create undue constraints to the custom, cultures and economic well-being of the Counties.

Specifically, EECO is committed to:

- 1) Continued work among the Mexican Wolf Cooperators MOU (“Wolf MOU”) signatories, among which are the USFWS, the AZGFD, Greenlee, Graham, and Navajo counties, to develop a mutually agreeable, long term, science based collaboration for the reintroduction of Mexican wolves within the Mexican Wolf Experimental Population Area.
- 2) The continued operation and full funding of the Mexican Wolf Interdiction Fund Stakeholder Council (“Interdiction Stakeholder Council”) as a vehicle to:
 - a. disburse funds to compensate livestock owners for eligible conservation activities in the form of interdiction and incentives, including activities that address Mexican wolf and livestock interaction management, grazing strategies, monitoring and other needs; conflict resolution; compensation for damages that include depredation; education; outreach activities; and similar undertaking;
 - b. draft positive coexistence plans that recognize the wolf-livestock nexus that is critical to a successful reintroduction program.
- 3) The subordination of additional wolves releases in the Blue Range Wolf Recovery Area to the completion by the USFWS of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010 and due by December 2013;
- 4) The completion by December 2013 of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010.

Execution Strategy

To fulfill these objectives, it is the strategy of EECO to:

- continue its bilateral work with the Arizona Game and Fish Department;
- continue its bilateral work with the U.S. Fish and Wildlife Service;
- continue its work with the signatories of the Mexican Wolf Cooperators MOU;
- request that EECO becomes a signatory of the Mexican Wolf Cooperators MOU;
- actively engage in the appropriate work on the jaguar issue with the federal, state and local agency, community, university, livestock industry, and environmental constituency partners;
- attend and participate in the appropriate meetings, workgroups, field trips, and outreach efforts on the wolf and jaguar issues with said partners;
- increase its bilateral work with the conservation and livestock constituencies in order to facilitate the identification and prioritization of areas of agreement between various organizational species management perspectives;
- provide economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability and analysis and guidance as required;

- provide political advocacy in relation to the Mexican Gray Wolf Recovery Program and jaguar habitat designation efforts with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

EECO intends to expend 20% of its resources on Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.

EECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 3 (Species)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

EECO Funding FY 2013	EECO Funding	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 3 (Species)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

EECO intends to dedicate 20% of its activities to Program 3: Continued Participation in the Mexican Gray Wolf Recovery Program, and Participation in the Dialog about Other Species Habitat Designation or Recovery Efforts.

EECO Activities FY 2013	Share	Northern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 3 (Species)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 3 (Species), EECO seeks the following outcomes:

- Satisfactory and timely resolution and disbursement by the Mexican Wolf Interdiction Fund Stakeholder Council of all FY 2013 compensation claims for grazing strategies constraints, interdiction, damage, and depredation.
- Full funding of the Mexican Wolf Interdiction Fund Stakeholder Council for FY 2013.
- EECO becoming a signatory of the Mexican Wolf Cooperators MOU in FY 2013.
- Completion by December 2013 of the revision of the 1982 Mexican Wolf Recovery Plan undertaken in December 2010.
- Subordination of additional wolves releases in the Blue Range Wolf Recovery Area to the completion by the USFWS of the revision of the 1982 Mexican Wolf Recovery Plan.
- Participation in the jaguar habitat designation dialog.

Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Northern Arizona Infrastructures

Background

In addition to their threats to the communities and ecosystems, the continued risk of catastrophic wildfires in the forests of northern Arizona threatens the infrastructures delivering the electrical power generated in northern Arizona to the urban centers of central and south Arizona, the infrastructures collecting and delivering the water provided by the northern Arizona watersheds to the urban centers of central Arizona, and the transportation infrastructure necessary to the economic well-being of the EECO Counties.

Simultaneously, the long term progressive decrease and ultimately the virtual disappearance of the role of the logging and wood industry in northern Arizona over the last 30 years have affected the requirements for the rebuilding and maintenance of the transportation infrastructures in northern Arizona. As a result, several state highways and county roads necessary to the implementation of industry supported landscape scale restoration may not have been rebuilt or maintained to the specifications required by continuous commercial use for logging or wood industry traffic.

Conversely, the implementation of restoration efforts in northern Arizona creates new demands on the northern Arizona transportation infrastructures, and the acceleration of the restoration efforts to landscape scale, expected to result in the mechanical treatment of up to 50,000 acres annually for a period of 20 years, will result in the transportation on state highways and county roads of approximately 1.7 million tons of logs and 600,000 tons of residual biomass annually, which equates to approximately 90,000 annual truck runs, or approximately 360 daily truck runs. Such increased commercial traffic on state highways and county roads will thoroughly tax the financial ability of the Arizona Department of Transportation and the EECO Counties, as well as Coconino County, to provide the adequate transportation infrastructure and fund its adequate maintenance.

Further, the Arizona road transportation maximum gross weight of 80,000 lbs. is lower than the maximum weight allowed in several neighboring states such as New Mexico (86,400 lbs.), Colorado (85,000 lbs.), Nevada (129,000 lbs.), and other wood producing western states such as Wyoming (117,000 lbs.), Idaho (105,500 lbs.), or Washington (105,500 lbs.).

Issues

Five infrastructure issues are of particular concern to the EECO Counties:

- 1) Several state highways (specifically Highway 273 and Highway 261) in the White Mountains, as well as possibly other state highways and county roads in the EECO Counties area, as well as in Coconino County, are not, or may not be, legally usable by commercial logging traffic. As a consequence, significant funding may be required to bring some portions of the northern Arizona transportation infrastructure to commercial specifications.
- 2) The expected imminent implementation of landscape scale restoration in northern Arizona will create constraints and wear and tear unprecedented in recent decades on some state highways and county roads. As a consequence, additional funding will be required to maintain some portions of the northern Arizona transportation infrastructure expected to be used intensively by the logging transportation fleet.
- 3) The lower maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure creates a competitive disadvantage for the Arizona wood industry compared to the wood industry operating in most of the western states.
- 4) Water collection and distribution infrastructures in northern Arizona continue to be put at existential or significant risk by the threat of additional catastrophic wildfires in the forests of northern Arizona.
- 5) Power infrastructure corridors in northern Arizona continue to be put at existential or significant risk by the threat of additional catastrophic wildfires in the forests of northern Arizona.

Strategic Objectives

EECO is committed to participate in the development and implementation of an effective planning and execution strategy for the protection and development of northern Arizona infrastructures, in order to insure:

- 1) The systemic and systematic verification that all state highways and county roads necessary to the implementation of landscape scale restoration are certified for, or rebuilt to, commercial use specifications.
- 2) The funding by federal and state partners of the rebuilding (if necessary) and appropriate maintenance (as required) of all state highways and county roads necessary to the implementation of landscape scale restoration.

- 3) The prioritization of treatments in the power and water infrastructures corridors, after the direct protection of communities, in all the EECO Counties, as well as Coconino County.
- 4) The increase of the lower maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure to at least 85,000 lbs.

Execution Strategy

To fulfill these objectives, it is the strategy of EECO to:

- raise the visibility of the issues;
- make them priority items with the state and federal partners;
- develop bilateral relationships with the utilities operators, especially the Salt River Project (SRP), Arizona Public Service (APS) and Tucson Electric Power (TEP);
- develop a bilateral relationship with the Arizona Department of Transportation (ADOT);
- continue and expand its bilateral work with the USFS and the Arizona State Forestry Division to promote the protection of power and watershed infrastructures, and the development and maintenance of the transportation infrastructure required by the implementation of landscape scale restoration;
- actively engage in and if necessary initiate the appropriate work with the federal, state and local agency, community, university, industry and environmental constituency partners;
- attend, participate in, and if necessary host the appropriate meetings, workgroups, field trips, and outreach efforts with said partners;
- provide economic viability, financial feasibility, community desirability, social license sustainability, and political acceptability analysis and guidance as required;
- provide political advocacy for the protection, development, and maintenance of the northern Arizona infrastructures with local, state and federal executive and legislative elected officials and political appointees.

Allocated Resources

EECO intends to expend 20% of its resources on Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Northern Arizona Infrastructures.

EECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 4 (Infrastructures)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

EECO Funding FY 2013	EECO Funding	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 4 (Infrastructures)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Performance Measures

EECO intends to dedicate 20% of its activities to Program 4: Support for, and Participation in the Development and Implementation of an Effective Planning and Execution Strategy for the Protection and Development of Northern Arizona Infrastructures.

EECO Activities FY 2013	Share	Northern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 4 (Infrastructures)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Measurable Outcomes

As a result of its engagement in Program 4 (Infrastructures), EECO seeks the following outcomes:

- The ADOT certification for commercial use of all the state highways and county roads necessary to the implementation of landscape scale restoration in northern Arizona, by December 2013.
- The establishment by the end of Fiscal Year 2014 of a budget by federal and state partners to fund the rebuilding (if necessary) and the appropriate maintenance (as required) of all state highways and county roads necessary to the implementation of landscape scale restoration in northern Arizona.
- Legislation signed into law for the increase of the maximum gross weight of 80,000 lbs. legally allowed on the Arizona road transportation infrastructure to at least 85,000 lbs. during the 2013 legislative session.
- The prioritization by USFS of treatments in the power and water infrastructures corridors, after the direct protection of communities, in all the EECO Counties, as well as Coconino County.

Fiscal Year 2013 Budget

The EECO total operating budget for fiscal year 2013 identifies the expenditure of \$129,000 funded by \$75,000 of EECO appropriation; \$30,000 of Eastern Arizona Counties Organization (ECO) funding; and \$24,000 of deficit spending.

EECO Budget FY 2013	Share	Payroll	Taxes & Benefits	Travel	Others	Total
Program 1 (WMSC)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Program 2 (4FRI)	40%	\$32,700	\$9,810	\$4,600	\$4,490	\$51,600
Program 3 (Species)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Program 4 (Infrastructures)	20%	\$16,350	\$4,905	\$2,300	\$2,245	\$25,800
Total	100%	\$81,750	\$24,525	\$11,500	\$11,225	\$129,000

EECO Funding FY 2013	EECO Funding	ECO Funding	Other Funding	Deficit Funding	Total	Match
Program 1 (WMSC)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 2 (4FRI)	\$30,000	\$12,000	\$0	\$9,600	\$51,600	72%
Program 3 (Species)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Program 4 (Infrastructures)	\$15,000	\$6,000	\$0	\$4,800	\$25,800	72%
Total	\$75,000	\$30,000	\$0	\$24,000	\$129,000	72%

Fiscal Year 2013 Performance Measures

The EECO total activities plan for fiscal year 2013 identifies 500 discrete activities, including 125 Northern Arizona Events, 100 other in-state events, 25 out-of-state events, 75 research and position writings, and 175 stakeholders activities.

EECO Activities FY 2013	Share	Northern Arizona Events	Other In State Events	Out of State Events	Research & Position Writings	Stakeholders Activities	Total Activities
Program 1 (WMSC)	20%	25	20	5	15	35	100
Program 2 (4FRI)	40%	50	40	10	30	70	200
Program 3 (Species)	20%	25	20	5	15	35	100
Program 4 (Infrastructures)	20%	25	20	5	15	35	100
Total	100%	125	100	25	75	175	500

Conclusion

After years of efforts, the long term vision of EECO initiated in 1998 toward the planning and implementation of specific environmental programs impacting economic development has been vindicated in Fiscal Year 2012 by the significant progress of the Four Forest Restoration Initiative (4FRI) in both the planning and contracting tracks. Many credit the long term efforts of EECO and its county members over the last 15 years as being critically important to this progress.

- The awarding of the 4FRI contract in May 2012 is a major milestone toward actual implementation of the industry-supported landscape scale restoration model that EECO participated in defining and that EECO has been advocating and supporting relentlessly since 2006.
- The completion by December 2012 of the 4FRI Draft Environmental Impact Statement (DEIS) to be published by the USFS in February 2013 is a major milestone toward a socially supported Record of Decision (ROD) allowing the implementation by appropriately scaled industry of up to 50,000 acres of ecological restoration treatments in four national forest in northern Arizona.
- The passing and signing into law in May 2012 of the Healthy Forest Enterprise Incentives Extensions (Arizona HB 2332) is a major milestone toward insuring the proper conditions for the deployment of a multi hundreds of millions of dollars investment and the creation of upward of 1,000 new jobs in northern Arizona.

However, in the words of World War II British leader Churchill: “Now this is not the end, it is not even the beginning of the end, but it is, perhaps, the end of the beginning”. Much work remains to be done for the EECO vision of integrated and mutually supportive ecologic sustainability and economic sustainability, to become a vibrant reality. Chief among the objectives of EECO for Fiscal Year 2013 are:

- 1) Insuring that the 4FRI 1st analysis area DEIS indeed becomes a socially sustainable EIS and ROD, and insuring that the 4FRI contractor actually funds the investment and executes the contract.
- 2) Insuring that the 4FRI 2nd analysis area DEIS and contract provide successor mechanisms to the White Mountain Stewardship Contract.

In parallel to this effort, renewed radicalization of the dialog about the Mexican Wolf; the emergence of an effort to designate habitat for the Jaguar, possibly leading to efforts to seek its reintroduction; continued concerns for the protection and operation of the northern Arizona power infrastructures; and mounting concerns about the ability of the northern Arizona transportation infrastructure to withstand the implementation of landscape scale restoration

justify the full engagement of EECO. Chief among the objectives of EECO for Fiscal Year 2013 are also:

- 3) Insuring that the Mexican Gray Wolf Recovery Program, and other species management efforts do not create undue constraints to the custom, cultures and economic well-being of the EECO Counties.
- 4) Insuring that the northern Arizona infrastructure is capable to withstand the continued threat of additional catastrophic wildfires, as well as the commercial traffic created by the implementation of landscape scale restoration.

EECO's responsibility is increasing with these challenges, and so is its engagement and action, stressing even further the disconnection between its current and upcoming workload, and its current funding level. It is hoped that the results obtained by EECO's engagement in issues critical to the State of Arizona will justify resuming the funding of EECO's efforts at a higher level and, in time, at its former level as EECO \$24,000 deficit funding for fiscal year 2013 is unsustainable in the long term.



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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. § 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-1764

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 04/16/2013

Reporting Period: Globe Regional Constable's Office Monthly Report for January 2013

Submitted For: Jesse
Bolinger

Submitted By: Kimberly Rust, Constable Clerk,
Constable - Globe

Information

Subject

Globe Regional Constable's Office Monthly Report for January 2013.

Suggested Motion

Acknowledgment of the January 2013 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

Globe Regional Constable's Office Monthly Report for January 2013



Gila County Constable's Office

Jesse E. Bolinger, Constable

1400 East Ash Street

Globe, AZ 85501

Voice: (928) 402 8759

Fax: (928) 425 8386

Date: March 25, 2013
To: Gila County Board of Supervisors
From: Jesse E. Bolinger Constable
Re: Monthly Report

For the month of January 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH:	81
TOTAL MILES FOR MONTH	925

Globe Constable assisted/other: Bailiff in	0	court hearings
The Deputy Constable assisted/other: Bailiff in	0	court hearings
The Globe Constable attended	0	hours of training
The Deputy Constable attended	0	hours of training
The Globe Constable collected	\$296.00	fees for the month
Warrant letters mailed	17	

Respectfully submitted,

**JESSE E. BOLINGER
GLOBE CONSTABLE**

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE 2-4-13

GILA COUNTY TREASURER
RECEIVED
105096 FEB-4-13

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND Multiple Funds FUND # _____

REMITTING AGENCY Globe Regional Constable Office

BILLING PERIOD January 2013

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	10052	205Vire Fees	59	00
	10051		64	00
	1722		40	00
	4390		40	00
	690		40	00
	12427		48	00
T-915- -2061	10052	CESTB wait fees	5	00
			296	00

Preparer Signature: Kimberly Brust Title Clerk

Approved Signature: [Signature] Title constable

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	296
Total	296

TREASURER By [Signature] Date 2/4/13

GILA COUNTY CONSTABLE

Jesse E. Bolinger

Globe Regional Constable's Office, Globe
Regional
1400 East Ash Street, Globe, Arizona 85501
(928) 402-8759



Date: 3/25/2013

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MONEY RECEIVED REPORT - by DATE

1/1/2013 TO 1/31/2013

Transaction Type	Count	Total
Check	6	\$293.00

Total Payments	6	\$293.00
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GILA COUNTY CONSTABLE

Jesse E. Bolinger

Globe Regional Constable's Office, Globe
Regional
(928) 402-8759



Date: 3/25/2013

Page: 1

**GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED**

1/1/2013 TO 1/31/2013

Number of Cases	Description
1	5 Day Notice To Pay Or Quit (Fee)
2	Child Custody Packet (Fee)
1	Divorce Packet (Fee)
1	Injunction Against Harassment-Amended Order (Fee waived by Court) (Fee)
3	Summons & Complaint (Fee)
1	Summons (Fee)
1	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Hearing Order for Injunction Against Harassment
2	Hearing Order for Order of Protection
5	Injunction Against Harassment
1	Notice Of Hearing Prior To Injunction Against Harassment
2	Notice Of Hearing Prior To Order Of Protection
6	Notice To Appear; Petition
3	Order Of Protection
6	Subpoena

Date: 3/25/2013

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GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

1/1/2013 TO 1/31/2013

Number of Cases	Description
2	Summons
10	Summons & Complaint
33	Trial Subpoena
<hr/>	
Total Number of Fee Services	10
Total Number of Non Fee Services	71
Total Number of Services	81

GILA COUNTY CONSTABLE

Jesse E. Bolinger

1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe
Regional
(928) 402-8759



ITEMIZED SERVICES by DATE RECEIVED 1/1/2013 TO 1/31/2013

Date: 3/25/2013

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/2/2013	1/2/2013	JV2012-132 Notice To Appear, Petition	State of Arizona [REDACTED]	[REDACTED]	[REDACTED]	\$0.00 \$0.00		Gila County Juvenile Court	2 1
1/2/2013	1/2/2013	JV2012-132 Notice To Appear, Petition	State of Arizona [REDACTED]	[REDACTED]	[REDACTED]	\$0.00 \$0.00		Gila County Juvenile Court	2 1
1/2/2013	1/3/2013	CR2012-563 Trial Subpoena	State of Arizona Rubina Romero	Renea Shaffer 8037 S Pinal View Dr Space 56 Globe, AZ 85501 (Home)	Renea Shaffer Globe Food Bank Globe, AZ 85501 (Other)	\$0.00 \$0.00		Globe Justice Court	2 1
1/2/2013	1/4/2013	CR2012-576 Trial Subpoena	State of Arizona Daniel Reyes	Danny Reyes Sr 324 N Miami Ave Miami, AZ 85539 (Home)	Danny Reyes Sr 324 N Miami Ave Miami, AZ 85539 (Home)	\$0.00 \$0.00		Globe Justice Court	7 1
1/2/2013	1/5/2013	CR2012-576 Trial Subpoena	State of Arizona Daniel Reyes	Sally Rhodes 324 N Miami Ave Miami, AZ 85501 (Home)	Unserved	\$0.00 \$0.00		Globe Justice Court	24 4
1/2/2013	1/8/2012	CR2012-563 Trial Subpoena	State of Arizona Rubina Romero	Sheryle Robles 468 Euclid Ave Globe, AZ 85501 (Home)	Unserved	\$0.00 \$0.00		Globe Justice Court	9 3
1/2/2013	1/2/2013	JV2012-037 (2012-3) Subpoena	State of Arizona Johnny Boyer	Officer E McGuire Globe PD 175 N Pine St Globe, AZ 85501 (Work)	Officer E McGuire Globe PD 175 N Pine St Globe, AZ 85501 (Work)	\$0.00 \$0.00		Gila County Juvenile Court	1 1
1/2/2013	1/2/2013	JV2012-037 (2012-3) Subpoena	State of Arizona Johnny Boyer	Officer C. Taylor GPD 175 N Pine St Globe, Az 85501 (Work)	Officer C. Taylor GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00 \$0.00		Gila County Juvenile Court	1 1
1/2/2013	1/3/2013	CR2012-563 Trial Subpoena	State of Arizona Rubina Romero	Art Wilder Four Star MHP Space 9 Globe, Az 85501 (Home)	Art Wilder Four Star MHP Space 9 Globe, Az 85501 (Home)	\$0.00 \$0.00		Globe Justice Court	3 1
1/2/2013	1/8/2013	CR2012-740 Trial Subpoena	State of Arizona Jeremy Smith	Briana Kolinek 1065 N Wheatfield Rd Space 8 Globe, AZ 85501 (Home)	Unserved	\$0.00 \$0.00		Globe Justice Court	18 2

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/4/2013	1/4/2013	CR2013-0006	State of Arizona	Amber M Carlson	Unserved	\$0.00		Gila County Superior Court	0
		Summons	Amber M Carlson	Globe Justice Court 1400 E Ash St Globe, AZ 85501 (Other)		\$0.00			1
1/4/2013	1/4/2013	CR2013-0005	State of Arizona	Eric J Gutierrez	Unserved	\$0.00		Gila County Superior Court	0
		Summons	Eric J Gutierrez	Globe Justice Court 1400 E Ash St Globe, AZ 85501 (Other)		\$0.00			1
1/4/2013	1/5/2013	J0403CR2012-806	State of Arizona	Russell James Giles	Russell James Giles	\$0.00		Globe Justice Court	3
		Summons & Complaint	Russell James Giles	356 W Silver St Globe, AZ 85501 (Home)	356 W Silver St Globe, AZ 85501 (Home)	\$0.00			1
1/4/2013	1/4/2013	J0403TR2012-3315	State of Arizona	H Castillo	D Atkinson	\$0.00		Globe Justice Court	1
		Subpoena	James Curtis Clark	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	\$0.00			1
1/4/2013	1/14/2013	GC01042013	Dennis & Kathleen Watkins	Becky Myers	Unserved	\$40.00	690		1
		5 Day Notice To Pay Or Quit	Becky Myers	5542 S Apache Ave Globe, AZ 85501 (Home)		\$40.00			5
1/10/2013	1/11/2013	CV201200337	Bank of America, N.A Home Loans Servicing, Loans, as Successor By Merger To Bac LP FKA Countrywide Home	Raymond Scott Montgomery	Raymond Scott Montgomery	\$40.00	4390	Gila County Superior Court	6
		Summons & Complaint	Raymond Scott Montgomery	5918 S El Camino Claypool, AZ 85532 (Home)	5918 S El Camino Claypool, AZ 85532 (Home)	\$40.00			1
1/11/2013	1/11/2013	J0403CR2013-000019	State of Arizona	Audrey Kay Poeling	Unserved	\$0.00		Globe Justice Court	0
		Summons & Complaint	Audrey Kay Poeling	5308 E Midland Court Globe, AZ 85501 (Home)		\$0.00			1
1/11/2013	1/14/2013	J0403CR2013000018	State of Arizona	Holly Shannon Pitman	Unserved	\$0.00		Globe Justice Court	3
		Summons & Complaint	Holly Shannon Pitman	460 Cedar St Globe, AZ 85501 (Home)		\$0.00			1
1/11/2013	1/11/2013	J0403CR2013-000013	State of Arizona	Debra Marie Irvine	Debra Marie Irvine	\$0.00		Globe Justice Court	10
		Summons & Complaint	Debra Marie Irvine	5900 N Main Space 99 Globe, AZ 85501 (Home)	Wendy's Drive Thru Window Globe, AZ 85501 (Work)	\$0.00			2
1/14/2013	1/14/2013	JV2013-009	State of Arizona			\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition				\$0.00			1
1/14/2013	1/14/2013	JV2013-010	State of Arizona			\$0.00		Gila County Juvenile Court	7
		Notice To Appear; Petition				\$0.00			1
1/14/2013	1/14/2013	JV2013-011	State of Arizona			\$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition				\$0.00			1
1/14/2013	1/14/2013	FC2006-092159	Belinda Salas aka Robles	Belinda Salas aka Robles	Mike Tapia	\$16.00		Maricopa County Superior Court	0
		Divorce Packet	Pablo Jesus Salas	407 Euclid Ave Globe, AZ 85501 (Home)	407 Euclid Ave Globe, AZ 85501 (Other)	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/15/2013	1/15/2013	J0403CV2013-11	Richard L Burnett	David Tooley	David Tooley	\$0.00		Globe Justice Court	5
		Notice Of Hearing Prior To Injunction Against Harassment	David Tooley	4462 Broadway Claypool, AZ 85532 (Home)	4462 Broadway Claypool, AZ 85532 (Home)	\$0.00			1
1/15/2013	1/17/2013	J0403CR2013-015	State of Arizona	Cassie Shadle	Unserved	\$0.00		Globe Justice Court	7
		Summons & Complaint	Cassie Shadle	Roberts Lane PO Box 513 Miami, AZ 85539 (Home)		\$0.00			1
1/15/2013	10/16/2013	J0403CR2013-16	State of Arizona	Morgan Holeman	Unserved	\$0.00		Globe Justice Court	25
		Summons & Complaint	Morgan Holeman	#27 Rock House 5926 N Hwy 288 Roosevelt, AZ 85545 (Home)		\$0.00			1
1/15/2013	1/15/2013	J0403CR2013-17	State of Arizona	Donna Hayes	Donna Hayes	\$0.00		Globe Justice Court	5
		Summons & Complaint	Donna Hayes	5900 N Main St Space 99 Globe, AZ 85501 (Home)	5900 N Main St Space 99 Globe, AZ 85501 (Home)	\$0.00			1
1/15/2013	1/16/2013	J0403CR2013-14	State of Arizona	Christina Irene Green	Christina Irene Green	\$0.00		Globe Justice Court	5
		Summons & Complaint	Christina Irene Green	5900 N Main St Space 99 Globe, AZ 85501 (Home)	5900 N Main St Space 99 Globe, AZ 85501 (Home)	\$0.00			1
1/15/2013	1/20/2013	J0403TR2013-47	State of Arizona	David C Bread	David C Bread	\$0.00		Globe Justice Court	3
		Summons & Complaint	David C Bread	79 E Prickley Pear Dr # A Globe, AZ 855011 (Home)	79 E Prickley Pear Dr # A Globe, AZ 855011 (Home)	\$0.00			1
1/15/2013	1/16/2013	J0403CV2013-5	[REDACTED]	[REDACTED]	Unserved	\$0.00		Globe Justice Court	10
		Hearing Order for Order of Protection	Justin Ely Serb			\$0.00			1
1/15/2013	1/15/2013	J0403CV2013-13	[REDACTED]	David (aka Westley) Vinsant	David (aka Westley) Vinsant	\$0.00		Globe Justice Court	7
		Order Of Protection	David (aka Westley) Vinsant	602 Calle De Loma Miami, AZ 85539 (Home)	602 Calle De Loma Miami, AZ 85539 (Home)	\$0.00			1
1/17/2013	1/21/2013	J0403CV2013-9	[REDACTED]	Jennifer Benton	Jennifer Benton	\$0.00		Globe Justice Court	7
		Notice Of Hearing Prior To Order Of Protection	Jennifer Benton	2156 N Wheatfields Rd Space 54 Globe, AZ 85501 (Home)	Guayo's Parking Lot Globe, AZ 85501 (Parking Lot)	\$0.00			1
1/17/2013	1/18/2013	J0403TR2013-108	State of Arizona	Brandi Amado	Brandi Amado	\$0.00		Globe Justice Court	1
		Summons & Complaint	Brandi Amado	5684 S Inspiration Globe, AZ 85501 (Home)	Gila County Jail Globe, AZ 85501 (GCSO Globe Jail)	\$0.00			1
1/17/2013	1/18/2013	J0403TR2012-3813	State of Arizona	Officer T. Gamboa	M Hart	\$0.00		Globe Justice Court	1
		Subpoena	John Mahaven	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	\$0.00			1
1/18/2013		J0403CV2013-000021	[REDACTED]	Raymond D Guevara		\$0.00		Globe Justice Court	0
		Order Of Protection	Raymond D Guevara	7481 Wever Circle Globe, AZ 85501 (Home)		\$0.00			0
1/18/2013	1/12/2012	J0403TR2012-3879	State of Arizona	Deputy G Carillo	Officer J. Fane	\$0.00		Globe Justice Court	1
		Subpoena	Rigelio Amador, Jr	GCSO 1100 South St Globe, AZ 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	\$0.00			1
1/18/2013	1/23/2013	J0403CR2012-686	State of Arizona	Vanessa Torrez	Unserved	\$0.00		Globe Justice Court	5
		Trial Subpoena	Brian Wolford	5900 No Main St No 183 Globe, AZ 85501 (Home)		\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/18/2013	1/23/2013	J0403CR2012-686	State of Arizona	Stephanie Torrez	Unserved	\$0.00		Globe Justice Court	5
		Trial Subpoena	Brian Wolford	5900 No Main St No 183 Globe, AZ 85501 (Home)		\$0.00			1
1/18/2013		J0403CR2012-686	State of Arizona	Officer C. Taylor	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	Brian Wolford	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine ST Globe, AZ 85501 (Work)	\$0.00			1
1/18/2013	1/21/2013	J0403CR2012-760	State of Arizona	Lt. S. Preston	Lt. S. Preston	\$0.00		Globe Justice Court	7
		Trial Subpoena	Mary Ann West	MPD 804 Sullivan St Miami, AZ 85539 (Home)	MPD 804 Sullivan St Miami, AZ 85539 (Home)	\$0.00			1
1/18/2013	1/21/2013	J0403CR2012-760	State of Arizona	Dora Padilla	Dora Padilla	\$0.00		Globe Justice Court	7
		Trial Subpoena	Mary Ann West	161 Water St Miami, AZ 85539 (Home)	161 Water St Miami, AZ 85539 (Home)	\$0.00			1
1/18/2013	1/25/2013	J0403CR2012-563	State of Arizona	Sheryle Robles	Unserved	\$0.00		Globe Justice Court	9
		Trial Subpoena	Rubina Romero	468 Euclid Ave Globe, AZ 85501 (Home)		\$0.00			3
1/18/2013	1/22/2013	J0403CR2012-563	State of Arizona	Officer Brothers	P. J. Brothers	\$0.00		Globe Justice Court	1
		Trial Subpoena	Rubina Romero	175 N Pine St Globe, Az 85501 (Home)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
1/18/2013		J0403CR2012-563	State of Arizona	Art Wilder	Art Wilder	\$0.00		Globe Justice Court	0
		Trial Subpoena	Rubina Romero	Four Star MHP Space 9 Globe, Az 85501 (Home)	Four Star MHP Space 9 Globe, Az 85501 (Home)	\$0.00			1
1/18/2013	1/23/2013	J0403CR2012-563	State of Arizona	Renea Shaffer	Renea Shaffer	\$0.00		Globe Justice Court	3
		Trial Subpoena	Rubina Romero	8037 S Pinal View Dr Space 56 Globe, AZ 85501 (Home)	Globe Food Bank Globe, AZ 85501 (Other)	\$0.00			1
1/18/2013	1/22/2013	J0403CV2013-000025	Jason L Gardner	Terry J Tanner	Terry J Tanner	\$0.00		Globe Justice Court	3
		Injunction Against Harassment- Amended Order (Fee waived by Court)	Terry J Tanner	Freeport McMoran Miami, AZ 85539 (Work)	724 Firts Ave Globe, AZ 85501 (Home)	\$0.00			1
1/22/2013	1/23/2013	J0403CV2013-000016	Kasey Lynn Vance	Mckayla Lyman	Rachel Lyman	\$0.00		Globe Justice Court	3
		Injunction Against Harassment	Mckayla Lyman	8958 So Six Shooter Canyon Rd No 86 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 86 Globe, AZ 85501 (Home)	\$0.00			1
1/22/2013	1/23/2013	J0403CV2013-000014	Kasey Lynn Vance	Alyssa Lyman	Rachel Lyman	\$0.00		Globe Justice Court	3
		Injunction Against Harassment	Alyssa Lyman	8958 So Six Shooter Canyon Rd No 86 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 86 Globe, AZ 85501 (Home)	\$0.00			1
1/22/2013	1/23/2013	J0403CV2013-000015	Kasey Lynn Vance	Destiny Lyman	Rachel Lyman	\$0.00		Globe Justice Court	3
		Injunction Against Harassment	Destiny Lyman	8958 So Six Shooter Canyon Rd No 86 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 86 Globe, AZ 85501 (Home)	\$0.00			1
1/22/2013	1/22/2013	J0403CV2013-000023		Robert Gregg	Robert Gregg	\$0.00		Globe Justice Court	1
		Order Of Protection	Robert Gregg	Heritage Health Care Center 1300 E South St Globe, AZ 85501 (Work)	Heritage Health Car Center 1300 E South St Globe, AZ 85501 (Work)	\$0.00			1
1/22/2013	1/22/2013	J0403CV2013-000011	Richard L Burnett	David Tooley	David Tooley	\$0.00		Globe Justice Court	5
		Injunction Against Harassment	David Tooley	4462 Broadway Claypool, AZ 85532 (Home)	4462 Broadway Claypool, AZ 85532 (Home)	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

Page: 5

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/23/2013	1/25/2013	J0403CV2013-23	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00		Globe Justice Court	15
		Hearing Order for Order of Protection	Robert Gregg	85501 (Home)	85501 (Home)	\$0.00			5
1/23/2013	1/23/2013	J0403TR2012-3871	State of Arizona	D Voelker	M Hart	\$0.00		Globe Justice Court	1
		Subpoena	Glna Laughlin	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	\$0.00			1
1/23/2013	1/23/2013	J0403CV2013-5	[REDACTED]	[REDACTED]	Unserved	\$0.00		Globe Justice Court	5
		Notice Of Hearing Prior To Order Of Protection	Justin Ely Serb	[REDACTED]		\$0.00			1
1/24/2013	1/25/2013	J0403CV2013-25	Jason L Gardner	Jason L Gardner	Jason L Gardner	\$0.00		Globe Justice Court	3
		Hearing Order for Injunction Against Harassment	Terry J Tanner	1925 No Broad St Globe, AZ 85501 (Home)	1925 No Broad St Globe, AZ 85501 (Home)	\$0.00			1
1/25/2013	1/29/2013	J0403TR2011-3799	State of Arizona	H Castillo	M Hart	\$0.00		Globe Justice Court	1
		Trial Subpoena	Derell Roden	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/29/2013	J0403TR2012-1798	State of Arizona	Officer C Wallace	M Hart	\$0.00		Globe Justice Court	1
		Trial Subpoena	Ezekiel Oporoku	DPS Globe, Az 85501 (Work)	DPS Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-734	State of Arizona	Officer AJ Castaneda	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	Kathleen Isherwood	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine ST Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/29/2013	J0403TR2012-1358	State of Arizona	L Anthony	M Hart	\$0.00		Globe Justice Court	1
		Trial Subpoena	Lisa Young	DPS Globe, AZ 85501 (Work)	DPS Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-732	State of Arizona	Officer Brothers	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	Charlene Curiel	175 N Pine St Globe, Az 85501 (Home)	GPD 175 N Pine ST Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-732	State of Arizona	Sam Stauffer	Sam Stauffer	\$0.00		Globe Justice Court	3
		Trial Subpoena	Charlene Curiel	711 Yucca Dr Globe, AZ 85501 (Home)	711 Yucca Dr Globe, AZ 85501 (Home)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-609	State of Arizona	Deputy Campbell	Nancy Neumann	\$0.00		Globe Justice Court	1
		Trial Subpoena	Keenan Goree	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-609	State of Arizona	Ashley Harris	Ashley Harris	\$0.00		Globe Justice Court	6
		Trial Subpoena	Keenan Goree	4 Star MHP Space 11 Globe, AZ 85501 (Home)	4 Star MHP Space 11 Globe, AZ 85501 (Home)	\$0.00			2
1/25/2013	1/25/2013	J0403CR2012-609	State of Arizona	Scottie Harris	Scottie Harris	\$0.00		Globe Justice Court	6
		Trial Subpoena	Keenan Goree	4 Star MHP Space 11 Globe, AZ 85501 (Home)	4 Star MHP Space 11 Globe, AZ 85501 (Home)	\$0.00			2
1/25/2013	1/25/2013	J0403CR2012-609	State of Arizona	Frank Faubush	Sherry Faubush	\$0.00		Globe Justice Court	3
		Trial Subpoena	Keenan Goree	7760 S Six Shooter Canyon Globe, AZ 85501 (Home)	7760 S Six Shooter Canyon Rd Globe, AZ 85501 (Home)	\$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

Page: 6

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/25/2013	1/25/2013	J0403CR2012-781	State of Arizona	Officer Meintzer	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	Elizabeth (Betty) Oropeza	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-781	State of Arizona	Sandra Jamison	Sandra Jamison	\$0.00		Globe Justice Court	3
		Trial Subpoena	Elizabeth (Betty) Oropeza	8085 E Remington Rd Globe, Az 85501 (Home)	8085 E Remington Rd Globe, Az 85501 (Home)	\$0.00			1
1/25/2013	1/25/2013	J0403CV2013-36	Steve Schell	Tabitha Sneezy	Tabitha Sneezy	\$40.00	1722	Globe Justice Court	4
		Summons	Tabitha Sneezy	8958 Six Shooter Canyon Rd No 71 Globe, Az 85501 (Home)	8958 Six Shooter Canyon Rd No 71 Globe, Az 85501 (Home)	\$40.00			1
1/25/2013	1/25/2013	J0403CR2012-727	State of Arizona	Officer Simons	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	David Roy Scheering	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
1/25/2013	1/25/2013	J0403CR2012-727	State of Arizona	Officer AJ Castaneda	Dispatcher Griffith	\$0.00		Globe Justice Court	1
		Trial Subpoena	David Roy Scheering	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
1/29/2013	1/29/2013	2013TP000003	[REDACTED]	William D Travis	William D Travis	\$48.00	12427	State Of Wisconsin, Circuit Court, Outagamie County	8
		Child Custody Packet	William D Travis	6122 Marion St Miami, Az 85539 (Home)	6122 Marion St Miami, Az 85539 (Home)	\$48.00			1
1/29/2013	1/29/2013	DO201300030	Lucas James Imhoff	Grace Marie Wallum	Grace Marie Wallum	\$16.00		Gila County Superior Court	5
		Child Custody Packet	Grace Marie Wallum	5266 E Golden Hill Globe, Az 85501 (Home)	5266 E Golden Hill Globe, Az 85501 (Home)	\$0.00			1
1/29/2013	1/29/2013	JV2013-00017	State of Arizona	[REDACTED]	[REDACTED]	\$0.00		Gila County Juvenile Court	5
		Notice To Appear; Petition	[REDACTED]	[REDACTED]	[REDACTED]	\$0.00			1
1/30/2013	2/1/2013	J0403CR2012-792	State of Arizona	C. Melford	J. Reardon	\$0.00		Globe Justice Court	1
		Trial Subpoena	Christopher Michael Gonzales	Globe PD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, Az 85501 (Work)	\$0.00			1
1/30/2013	2/1/2013	J0403CR2012-743	State of Arizona	Officer J Valenzuela	Officer J. Fane	\$0.00		Globe Justice Court	3
		Trial Subpoena	Cynthia S Brown	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, Az 85501 (Work)	\$0.00			1
1/30/2013		J0403CR2012-792	State of Arizona	Joseph Gonzales	Joseph Gonzales	\$0.00		Globe Justice Court	3
		Trial Subpoena	Christopher Michael Gonzales	375 S Third St Globe, Az 85501 (Home)	375 S Third St Globe, Az 85501 (Home)	\$0.00			1
1/30/2013	2/1/2013	J0403CR2012-792	State of Arizona	Mary E Avalos	Mary E Avalos	\$0.00		Globe Justice Court	3
		Trial Subpoena	Christopher Michael Gonzales	375 S Third St Globe, Az 85501 (Home)	375 S Third St Globe, Az 85501 (Home)	\$0.00			1
1/31/2013	2/25/2013	J0403CV2013-008	Capitol One Bank	Florene & Jane/John Doe Golden	Florene Golden	\$64.00	10051	Globe Justice Court	31
		Summons & Complaint	Florene & Jane/John Doe Golden	14755 S AZ HWY 188 Globe, Az 85501 (Home)	1671 Hwy 188 Globe, Az 85501 (Other)	\$64.00			5

ITEMIZED SERVICES by DATE RECEIVED

1/1/2013 TO 1/31/2013

Date: 3/25/2013

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
1/31/2013	2/1/2013	J0403CV2012-292	Discover Bank	Marcanti Electric INC	Mark Marcanti	\$61.00	10052	Globe Justice Court	3
		Writ Of Garnishment (Earnings) & Summons	Michael J & John/Jane Doe Dowd	328 W Hackney Ave PO Box 3130 Globe, AZ 85501 (Work)	328 W Hackney Ave Globe, AZ 85501 (Work)	\$61.00			1

GILA COUNTY CONSTABLE

Jesse E. Bolinger

Globe Regional Constable's Office, Globe
Regional
(928) 402-8759

Date: 3/25/2013

Page: 1

TOTAL WARRANTS SERVED REPORT

1/1/2013 TO 1/31/2013

Case Number	Individual
J0403CR2012-000609	Kennen W Gore
J0403CR2005-001195	Israel Reyes Lopez
J0403CR2005-000521	Israel Reyes Lopez
J0403CR2002-000369	Leoniel Sean Anderson
J0403CR2002-001266	Leoniel Sean Anderson
J0403CR2001-001090	Leoniel Sean Anderson
M0441CR2008-007045	Leoniel Sean Anderson
J0403TR2001-003150	Leoniel Sean Anderson
J0403CR0000970189	Leoniel Sean Anderson
J0403CR2011-000815	Leoniel Sean Anderson
J0403TR2012-002900	Bruce Alan Cooke, Jr
J0403CR2012-000236	Tessa Figueroa
J0403CR2011-000108	Shirley Ann Hinton
J0403CR2011-000218	Shirley Ann Hinton
J0403CR2011-000045	Shirley Ann Hinton
M0441CR2010-007051	Shirley Ann Hinton

Date: 3/25/2013

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TOTAL WARRANTS SERVED REPORT

1/1/2013 TO 1/31/2013

Case Number	Individual	Total Cost
J0403CR2007-001071	Arturo Francisco Quintana	
Total Warrants:	17	

CHECK AND CASH RECEIVED FOR MONTH				February	2013
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
2/8/2013		\$48.00	J0403CV2013-000048	Cholla Management LLC, Robert Shepherd	Raynell Pizano
2/28/2013	7584	\$48.00	J0403CV2013-79	Loyd Lowder	Michael Acosta

Total Received:	\$96.00

ARF-1760

Consent Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 04/16/2013

Reporting Period: Clerk of the Superior Court's Report for the Month of February 2013

Submitted For: Anita
Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the
Superior Court, Clerk of the Superior
Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for February 2013.

Suggested Motion

Acknowledgment of the February 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk's Report for February 2013

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

CLERK'S REPORT
FOR
FEBRUARY 2013

TO THE HONORABLE BOARD OF SUPERVISORS:

**I herewith present the annexed report as and for a true and correct account
of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in black ink, appearing to read "Anita Escobedo", is written over a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 3/2/2013 10:23:25 AM

Criteria : From Date : 2/1/2013 To Date : 2/28/2013

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT								
		5555	HOLD ACCOUNT	\$1503.50		(\$1625.50)		(\$122.00)	\$0.00
		ZBND	BOND POSTED - THIS COURT	\$7075.96				\$7075.96	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND								
		ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2365.87		\$6.77		\$2372.64	\$118.63
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER								
		ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$3.39				\$3.39	\$0.17
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$27.08				\$27.08	\$1.35
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$240.00		\$25.00		\$265.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$54.07		\$0.15		\$54.22	\$2.71
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1515.00				\$1515.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$360.00				\$360.00	\$18.00
		ZFEE	BASE FEES (GENERAL FUND)	\$4899.81		\$14.18		\$4913.99	\$245.70
		ZFINE	BASE FINES	\$4401.78		\$40.76		\$4442.54	\$222.13

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set Aside	5%
ZCNTY	GILA COUNTY TREASURER	ZCIEF	CHILDREN ISSUES EDUC FUND	\$467.29				\$467.29	\$23.36	
		ZCEF	CLEAN ELECTIONS FUND	\$451.88		\$4.08		\$455.96	\$0.00	
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$39.18		\$0.10		\$39.28	\$1.96	
		ZJDET	COUNTY JUV DETENTION	\$25.00				\$25.00	\$1.25	
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2365.79		\$6.77		\$2372.56	\$118.63	
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2162.87		\$19.16		\$2182.03	\$109.10	
		ZDNAS	DNA STATE SURCHARGE	\$298.23		\$2.84		\$301.07	\$15.05	
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1016.02		\$1.74		\$1017.76	\$50.89	
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$298.03		\$0.84		\$298.87	\$14.94	
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$90.00		(\$15.00)		\$75.00	\$3.75	
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1421.81		\$3.92		\$1425.73	\$71.29	
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$320.99				\$320.99	\$16.05	
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$201.93		\$0.58		\$202.51	\$10.13	
		ZDCRT	DRUG COURT FEE FUND	\$400.00				\$400.00	\$20.00	
		ZDUJA	DUI ABATEMENT FUND	\$290.00				\$290.00	\$14.50	

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set Aside	5%
ZCNTY	GILA COUNTY TREASURER	ZCSVF	EXPEDITED CHILD SUPPORT AND	\$297.00		(\$49.50)		\$247.50		\$12.38
		ZWITN	EXPERT WITNESS FUND	\$720.00				\$720.00		\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$922.55				\$922.55		\$46.13
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$359.33		\$30.77		\$390.10		\$19.51
		ZEXT	EXTRADITION REIMBURSEMENT	\$100.00				\$100.00		\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$316.26		\$2.86		\$319.12		\$15.96
		ZCC	GEN JURIS CONCILIATION COURT	\$1517.05		\$7.52		\$1524.57		\$76.23
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4016.81		\$111.00		\$4127.81		\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$669.47		\$18.50		\$687.97		\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2008.41		\$55.50		\$2063.91		\$0.00
		ZJF	JAIL (INCARCERATION) FEES	\$26.16				\$26.16		\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1161.51		\$3.31		\$1164.82		\$58.24
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2639.55		\$7.54		\$2647.09		\$132.35

Anita Escobedo, Clerk of the Court
 Gila County Superior Court
 1400 E. Ash St.
 Globe, AZ 85501

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Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set Aside	5%
ZCNTY	GILA COUNTY TREASURER	ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$145.85		\$21.09		\$166.94		\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$270.88		\$39.17		\$310.05		\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$16.00		\$128.00		\$144.00		\$7.20
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$64.00		\$512.00		\$576.00		\$28.80
		ZJS	JUVENILE PROBATION SERV FEES	\$1285.67		\$49.23		\$1334.90		\$66.75
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$591.02		\$5.30		\$596.32		\$29.82
		ZMISC	MISCELLANEOUS FEES	\$64.38				\$64.38		\$3.22
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.61				\$12.61		\$0.63
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$0.92				\$0.92		\$0.05
		ZPP	PASSPORT APPLICATION FEES	\$1000.00				\$1000.00		\$50.00
		ZPCOF	PRISON CONSTRUCTION AND	\$3245.00				\$3245.00		\$162.25
		ZPRS6	PROB SURCH 2006	\$21.01				\$21.01		\$1.05
		ZPBA	PROBATION FEE ADULT	\$17280.22		\$172.50		\$17452.72		\$872.64
		ZPUBZ	PUBLIC DEFENDER FEES	\$355.00				\$355.00		\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$781.25				\$781.25		\$0.00

Anita Escobedo, Clerk of the Court
Gila County Superior Court
1400 E. Ash St.
Globe, AZ 85501

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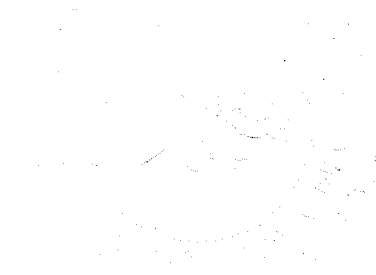
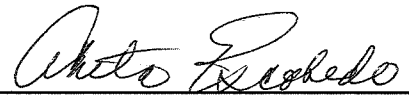
Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Net Amount Forfeiture Amount	Set Aside	5%
ZCNTY	GILA COUNTY TREASURER	ZSMEN	SPOUSAL MAINTENANCE FUND	\$1111.01		\$0.58	\$1111.59	\$5.58	
		ZSTAT	STATE TREASURER - GENERAL FUND	\$244.72			\$244.72	\$12.24	
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$132.76		\$125.00	\$257.76	\$12.89	
		ZPRS9	ZPRS9	\$182.27		\$40.00	\$222.27	\$11.11	
Agency Name : OVERPAYMENT REFUNDED									
	ZOVR	OVERPAYMENT REFUNDED				\$87.50	\$87.50	\$4.38	
Agency Name : RESTITUTION									
	ZREST	RESTITUTION		\$18145.78		\$145.74	\$18291.52	\$0.00	
Total:				\$90999.93		\$0.00	\$90999.93 + 122.00	\$2709.00	
				LESS SHADED AREAS:					
				\$91,121.93					
				- 27,827.62					
				\$63,294.31					



STATE OF ARIZONA)
)
County of Gila) ss:

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of FEBRUARY, 2013.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 5TH day of MARCH, 2013.



Deputy

ARF-1783

Consent Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 04/16/2013

Reporting Period: March 2013

Submitted For: Marian Sheppard,
Clerk, BOS

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

Information

Subject

March 26, 2013, and April 2, 2013, BOS Meeting Minutes

Suggested Motion

Approval of the March 26, 2013, and April 2, 2013, BOS meeting minutes.

Attachments

BOS 03-26-13 Meeting Minutes

BOS 04-02-13 Meeting Minutes

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: March 26, 2013

MICHAEL A. PASTOR
Chairman

JOHN F. NELSON
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian Sheppard
Chief Deputy Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Deputy Attorney Principal.

Item 1 - Call to Order - Pledge of Allegiance

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Don McDaniel led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. General update on the Resolution Copper Mining Project and discussion of issues of concern by Andrew Taplin, Project Director of Resolution Copper.

Andrew Taplin, Project Director for the Resolution Copper Project in Superior, Arizona, introduced himself and two of his colleagues, Vicky Peacey, Senior Manager, Communities and Environment; and Ian Edgar, General Manager, Studies. He first reviewed the status of the proposed land exchange legislation whereby Resolution Copper intends to exchange 5,000 acres of private land for about 2,400 acres of U.S. Department of Agriculture, Tonto Forest land located east of Superior in order to develop a proposed \$6 billion underground copper mine in Superior. The bill was recently introduced into the House of Representatives (House) with Representatives Ann Kirkpatrick and Paul Gosar co-sponsoring the bill and at the same time it was introduced into the Senate with Senators Jeff Flake and John McCain co-sponsoring the bill. At a House hearing that was conducted last week, those who spoke in opposition to the bill

were the Town of Superior, San Carlos Apache Tribe, United States Department of Agriculture presenting the U.S. Forest Service, and Earth Works. The following individuals spoke in favor of the bill: House Representatives Paul Gosar and Ann Kirkpatrick, and Steve Miller, Chairman of the Pinal County Board of Supervisors. Overall, Resolution was pleased with the outcome of the House hearing. The key issues that surfaced at the House hearing were NEPA (National Environmental Policy Act), water, a plan of operations for the project, subsidence, and the topic of Iran. Mr. Taplin advised that Resolution staff will systematically work through those issues and provide further information to the public. He also advised that the Town of Superior recently terminated its mutual benefits agreement with Resolution, which was a disappointment to Resolution since it was believed that a good relationship existed between both parties. Over a 4-year period, Resolution has invested about \$1M in projects in Superior with many in-kind aspects of support. Even though Resolution was not happy with the manner in which the Town terminated the agreement, Resolution will as constructively as possible continue to work with the Town. Mr. Taplin added that the level of support provided to the Town, such as with its school district and other groups hasn't changed.

Vicky Peacey advised the Board that she oversees the environmental and external affairs for the Resolution project. She thanked the Board of Supervisors for the generous it has provided over the years for this project. Ms. Peacey commented that the assertion is that a NEPA will be bypassed if this bill is passed; however, she clarified that the bill directs that NEPA is done of the project. NEPA is a process whereby the public is consulted and informed before a federal agency allows a company, such as Resolution, to take an action. At present Resolution staff is working on completing a Plan of Operations and hopefully it will be submitted to the U.S. Forest Service later this year. Upon the Forest Service's approval of the Plan of Operations is the time when the NEPA process begins, whereby the government writes an Environmental Impact Statement. This is a multiple-year process with the end result is that Resolution will be issued with a Record of Decision which allows mining of the project to commence. Ms. Peacey mentioned that there are 50 approvals needed in addition to NEPA. One of the major issues holding up the project is a secure place to deposit the mine tailings. Resolution was hoping to use the Pinto Valley mine site which is owned by BHP Billiton; however, that location is being mined by BHP and will be in the foreseeable future. Chairman Pastor inquired if Resolution has looked at other locations in Pinal County as well as Gila County to which Ms. Peacey replied that a location near Gonzales Pass, south of Highway U.S. 60 has been looked at in Pinal County, and she reiterated that Pinto Valley was looked at in Gila County.

Ian Edgar stated that he is the General Manager of Engineering for Resolution Copper. He advised that Resolution put together a strategy years ago to secure

a source of renewable water. In doing so, to date approximately 275,000 acre feet of water has been secured which will be sufficient for the mine's first 20 years of operation. Approximately 20,000 acre feet of water per year is needed; however, there may be different amounts used during the mine's initial ramp-up. Mr. Edgar advised that around 1986, Arizona passed a law recognizing that renewable surface waters were not always available, either geographically or in time, so this law allows for the storage of water. The water is held through long term storage credits which are held with the Arizona Department of Water Resources. He explained that there are two mechanisms for storing water; either a direct recharge (large surface ponds through which water is placed and then it's percolated back through an aquifer) or an indirect recharge (it's substituted for ground water that would have been pumped out of the ground; instead the surface water is used. That ground water then becomes stored surface water for future use.) Resolution utilizes an indirect recharge process as it maximizes the use of surface water in Arizona. Resolution is continually looking to secure excess water through that statewide program. It is currently actively looking at securing allocations from the CAP (Central Arizona Project) canal and through any other available sources. Mr. Edgar advised that the project is still in the pre-feasibility phase which includes creating the scope of work. It is hoped that the scope of work can be finished this year; however, the location of the tailings site has yet to be identified and not being able to utilize Pinto Valley has caused a setback. Once the scope of work is completed, NEPA can commence. It is estimated that it will take 5 years to get through the NEPA process. The bulk of construction would follow with the sinking of the shafts as being a major process. As of today, Resolution is looking at coming into operation in 2024, and that date is subject to a lot of variables. Chairman Pastor and Mr. Edgar entered into a brief discussion regarding the location of the drill holes.

Vice-Chairman Martin advised that she watched the House hearing and it was interesting to learn of new issues just now surfacing. Mr. Taplin replied that most of the concerns that were brought up at the hearing had previously surfaced. He stated that Resolution did not do a good enough job in the last few months in actively communicating these issues. Staff is taking stock of the feedback from the hearings and the meeting with the Town of Superior, and an update will be provided on these issues. He added that some concerns can be answered quickly whereas others may require further study. He concluded by saying, "Specifically, to the question, I would greatly appreciate the guidance of the supervisors here in terms of how we should go about those outreach programs, how we should go about communicating those issues, and especially if the company is not being clear enough on some of these issues of water or subsidence or tailings, we would greatly appreciate your feedback on that so we can adjust our programs and communications methods." Chairman Pastor

thanked Mr. Taplin, Ms. Peacey and Mr. Edgar for today's presentation and then asked for any public comment; there was none.

B. Information/Discussion regarding a proposed remodel of Gila County facilities.

Steve Stratton, Public Works Division Director, advised that he and his staff met with elected officials and department heads to review the proposed remodeling project for the Gila County Courthouse and everyone seems agreeable to the proposed changes. It is estimated that it will take approximately 1½ years for the County to move the departments or elected offices which are currently housed in rental properties. With the use of maps and drawings, Mr. Stratton proceeded to review all of the proposed changes which include implementing many security measures so some entrances and elevators will be restricted for use by certain personnel, other entrances will be used only by County employees with an electronic card to be used for entering and exiting the building, and a separate entrance will be used by the public. The public will enter the front of the Courthouse on the second floor and there will be security personnel who will use a metal detection machine and a wand for anyone entering the building. Mr. Stratton advised that the elected officials and department heads have been sent a list of their employees to reassess those employee authority levels for access to the buildings to include weekends and non-regular business hours. Mr. Stratton added that the Michaelson building in Globe, which is currently used for the Child Support offices and County Attorney's offices, will be remodeled when those offices are relocated to the Courthouse, and it is thought that might be a suitable location for the Probation Department. He stated that staff is also considering one other property in the Globe/Miami area, which could change the plans for the Michaelson building. Mr. Stratton advised that staff has run into problems with the intended expansion of the Payson County Complex, also known as the Christensen Building, so other locations are being considered. (For additional information on the proposed changes, please read the Board of Supervisors' minutes from its February 26, 2013, work session.)

C. Information/Discussion on a land parcel database for Gila County.

Mr. Stratton advised that staff has been working on this presentation for the past 3 weeks. He then asked Mark Guerena, County Engineer/Surveyor, to provide the Power Point presentation to the Board. Through the use of maps, drawings and pictures, Mr. Guerena explained how surveying methods have evolved due to newer technologies. He explained that the use of a GPS (geographical positioning system) is the current technology. He then advised that the National Geodetic Survey (NGS) has a website which can be used to get information on surveying points and he showed an example of an NGS data

sheet. He showed pictures to illustrate how surveying equipment works. Mr. Guerena advised that the County has great equipment, but additional surveying points are needed. In 2002, it was decided to start a Countywide Densification Project to add 15 points to the existing 4 points and, at that time, it was also decided to make this information available to the public (published.) Forty-two (42) additional points were added in the area and published in 2009. In 2011, 51 points were added in the Rim Area so there is now much better coverage in the County. At present, staff is in the process of publishing 16 points in Tonto Basin. Mr. Guerena advised that there are approximately 800 subdivisions in Gila County with approximately 4,200 records of survey, and a number of unrecorded surveys are unknown. He advised that another key component is digital aerial imagery, which has been in existence for approximately 15 years. Gila County uses Arc GIS (Geographic Information System) software from ESRI and it is capable of using digital aerial files. Mr. Guerena stated that the estimated time of completion of the land parcel database is about 12 years; however, if someone is hired soon, then the time for completion will be reduced to about 8 years. At the conclusion of the presentation, Supervisor Marcanti commented that the database will be a great asset to the County's Planning and Zoning Department. Chairman Pastor stated the he appreciates all of the efforts staff has made to create a good database, and he acknowledged the concern regarding the cost of the equipment, but stated that "in the end it has paid off."

At 12:00 noon, Vice-Chairman Martin announced that she had to leave for another meeting and she thanked Mr. Guerena for the presentation.

D. Presentation of the Community Health Assessment and Community Health Improvement Plan for Gila County.

Michael O'Driscoll, Health and Emergency Services Division Director, advised that in September 2012, the County conducted its first ever Community Health Assessment (CHA) and created its first Community Health Improvement Plan (CHIP.) The CHA evaluated the County's demographics, general health, physical health, mental health, and social health. The CHIP was developed using information gathered from the recent CHA and it is basically a road map that will be used by local health departments, elected officials, and community partners. Mr. O'Driscoll introduced the team that worked on this project, as follows: Nancy Mach, Home Visitation Coordinator; Lauren Savaglio, Environmental Health Manager; and Paula Horn, Deputy Director of Prevention Services.

Ms. Mach provided some background information on the CHA. The Arizona Department of Health Services awarded a grant to Gila County for the CHA and

CHIP. The CHA team was formed with both a core group comprised of Ms. Mach, Ms. Savaglio and Ms. Horn, and a CHA team comprised of members of the community, businesses, agencies, coalitions, etc. Focus groups were also developed throughout the County. Chairman Pastor inquired if San Carlos was represented on the CHA team and Ms. Mach replied that they were invited but did not attend, and she added that Tonto Basin was also represented. Ms. Savaglio added that there were people from San Carlos who completed the survey. Ms. Mach stated that the CHA team looked at assessments from other counties and built the survey based on those assessments. The survey was used in electronic form through Survey Monkey software and paper surveys were also used. The survey was advertised in the newspaper and it was conducted at the County Fair. It was tracked for 8 weeks and the County received 387 surveys.

Ms. Savaglio addressed strategic issues, goals and strengths. The biggest concern was access to care. Approximately 60% of Gila County residents travelled at least 30 miles to receive some sort of care in the last year, mostly to Payson or the Valley (Mesa/Phoenix area) because there is lack of specialty care providers in the County, cost and some other factors. In general there is a lack of primary care services in the County, which results in urgent care providers and emergency rooms being utilized. The results of the survey also show that overall about $\frac{3}{4}$ of the residents of Gila County feel their health is fairly good and about $\frac{1}{4}$ feel they are in terrible health. The top perceived physical health concerns included diabetes, overweight and hypertension. Comparatively, the top diagnosed physical health concerns were overweight, hypertension, and high cholesterol. The top perceived mental health concerns included substance abuse, alcohol abuse, and prescription drug abuse. Comparatively, the top diagnosed mental health concerns were depression, panic disorder, and alcohol abuse. The top perceived social health concerns included substance abuse, teen pregnancy, and domestic violence. The highest rate of impact of social health concerns were bullying, domestic violence, and teen pregnancy. Overall, 3 major goals were established: access to care, chronic disease, and mental behavioral health.

Mr. O'Driscoll stated that as the County moves forward in public health, the trend is to require all local health departments around the country to be accredited through a national accreditation program and developing a CHA and a CHIP is the first step toward obtaining that accreditation. Even more

important, is that having a CHA and a CHIP will allow the County to apply for federal grants which require a CHA and a CHIP in the application process.

As there were no questions from the Board, Chairman Pastor moved to the next item. Supervisor Marcanti complimented the good work done on the CHA and CHIP.

E. Annual update on the County's Immunization Program that is funded through a Grant Agreement between the Gila County Health Department and the Arizona Department of Health Services.

Jendean Sartain, Deputy Director of Health Services, advised that Lorraine Dalrymple was not able to present this agenda item to the Board as she was called away on a family emergency. Ms. Sartain advised that every year a report is required to be given to the Board as a requirement of the Immunization Program. This is Gila County's 20th year of providing services through the Vaccine for Children Program, and it is also the state's 20th year. The Vaccine for Children Program is not the only program provided by the Gila County Health Department; however, it is a big program. The County is the only provider of vaccines in Gila County for privately insured families. The main goal of the program is to educate parents. Ms. Sartain emphasized that it's important that the County is viewed as a resource for educating parents as that is the majority of work that is done under this program. Last year the County provided 2,937 immunization visits and during those visits 6,629 vaccines were administered. The County received \$382,210 of vaccines free-of-charge from the program so it's a large cost savings to the County. In total, 17 types of vaccines are provided. Ms. Sartain stated that due to the diligent efforts of Lorraine Dalrymple, the County received additional funding from the Arizona Department of Health Services for the County's Immunization Program in an amount up to \$142,000, which is the most funding received per date for the program. The County also bills Medicare for the flu vaccine and it received approximately \$3,000, and in addition the County received about \$14,000 in AHCCCS (Arizona Health Care Cost Containment System) payments.

Item 3 - 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(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:39 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

**BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA**

Date: April 2, 2013

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk

TOMMIE C. MARTIN
Vice-Chairman

By: Marian Sheppard
Clerk

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Marian E. Sheppard, Clerk; and Bryan B. Chambers, Deputy Attorney Principal

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Adam Shepherd led the Pledge of Allegiance and Pastor Bill Norton from the First Presbyterian Church in Globe delivered the invocation.

Item 2 - PRESENTATIONS:

A. Public recognition of two employees for March's "Spotlight on Employees" Program, as follows: Mark Warden and Jeff Baer

Erica Raymond, Human Resources Department Assistant Senior, read aloud a letter nominating Mark Warden of the Public Works Division – Facilities Department, for this award. Mr. Warden was unable to attend the meeting. Ms. Raymond read aloud a letter nominating Jeff Baer of the School Superintendent's Office, for this award. Mr. Baer accepted the award.

B. Presentation by the Tri-City Regional Sanitary District of a proposed wastewater treatment solution for the District.

Bob Gould, Community Development Division Director, addressed the Board and stated that the Tri-City Regional Sanitary District (District), has been diligently working with the City of Globe and the Town of Miami for several years to address the problem of wastewater. He added that this issue has been

on the table since the 1960s. He then turned over the presentation to Bob Zache, Chairman of the District Board of Directors.

Mr. Zache introduced some of the other Board members that were present. A PowerPoint presentation was provided. Mr. Zache reviewed some history regarding the creation of this District. It took the enactment of a law to allow the merging of the Cobre Valley Sanitary District, which covered the Central Heights and Country Club Manor areas; and the Pinal Sanitary District, which covered the Lower Miami, Little Acres and Claypool areas. The District was formed approximately two years ago. Once the District was formed, an agreement was executed between the District and AMEC, an engineering firm, to develop a Preliminary Engineering Report (PER) that must be submitted to the USDA (United States Department of Agriculture) Rural Development for approval. The PER is a required component of the process and it is needed to help obtain funding for the development of a new wastewater system. It was later discovered that because AMEC had previously worked for the Town of Miami, a conflict of interest existed; therefore, the District went out to bid again for another engineering firm, which resulted in a contract with Pacific Advanced Civil Engineering, Inc. (PACE). PACE reviewed all of the work done by AMEC, finalized the PER and submitted it to the USDA. It is currently being reviewed by the USDA.

Jake Garrett, Environmental Engineering Manager of the Gila County Community Development Division, explained that a septic system is comprised of a septic tank and a leach field. He stated that District residents continue to utilize onsite septic systems and cesspools for wastewater disposal. Of the approximate 2,000 residential units within the District, there are approximately 1,900 homes. Of the 1,900 homes, there are 1,603 homes that are on cesspools, and about 300 homes that utilize substandard septic systems. A few years ago, a process began to track those properties which had wastewater problems, so cluster areas could be identified. The information was tracked on a map, which has been very useful. Mr. Garrett showed pictures to illustrate current cesspool problems and reviewed the existing condition impacts.

Michael Krebs, PACE Project Engineer, provided information on the proposed project to provide a sewer treatment plant and collection system for the District, which is the same area covered by the Tri-City Fire Department. Mr. Krebs reviewed 5 alternatives that were considered with Alternative 5 being the best option at an estimated cost of \$52.9 million. Mr. Krebs explained that building this system would be cheaper for the residents to have their own plant and system than to hook into either the Town of Miami's new plant or the City of Globe's system. Another deciding factor was that the area served would have control over their system, rather than being overseen by elected officials of the City or Town. Mr. Krebs stated that after meeting several times with personnel from the USDA, it is believed that a large amount of the cost, if not

all the cost, will be covered by Colonia funding. Chairman Pastor asked Mr. Krebs to explain Colonia funding for the benefit of the public.

Chairman Pastor opened the meeting at this time for public comment. Albert Porto, a resident of Claypool, advised that there is “an issue of transparency for this project.” He commented that the residents of the affected area have not been provided notification of District Board meetings. His concern is how the project will be funded as many of the residents in the affected area are on a fixed income. Jerry Barnes, Town of Miami Manager, advised that the Town began negotiations with the District and he made it clear that the Town has excess capacity with its system, so it makes sense to hook up to the Town’s system. He also believes the figures that have been provided for the new system are slightly skewed. The Town has talked with the USDA and if the District builds a plant and system, his concern is that there would be a period of no revenue being generated. He stated, “We’ve been through this process...There is a certain amount of Colonia money given to the state to share with the communities through the USDA and we found out the hard way, we couldn’t get it all.” Mr. Zache commented that after meeting with Town officials, the District concluded that it would cost less to build its own system.

Chairman Pastor advised that to his knowledge, this conversation has been ongoing for many, many years and throughout his tenure as Supervisor, he has dealt with several properties with wastewater problems. He thanked the presenters for sharing this information and he urged them to continue moving forward to seek out the best solution for handling wastewater problems in the affected areas.

Item 3 - PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution No. 13-03-03 which authorizes the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2013-2014 to the U.S. Department of Housing and Urban Development.

Malissa Buzan, Community Services Division Director/Housing Services Program Manager, requested Board approval of Resolution No. 13-03-03 to submit the Gila County Housing Authority’s Annual Plan to the U.S Department of Housing and Urban Development for fiscal year 2013-2014. Chairman Pastor opened the public hearing at this time; however, no comments were offered, so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 13-03-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors’ Office.)**

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Proclamation No. 2013-02 proclaiming April 14-20, 2013, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona.

Hazel Chandler, Regional Director, Gila Regional Partnership Council, for “First Things First”, introduced Sherry Mooney, a Gila Regional Partnership Council member. Ms. Chandler advised that the First Things First program is supported by the tobacco tax and \$850,000 was generated last year and used for the children in this region. The Week of the Young Child™ was implemented in 1971 with the purpose of raising awareness on a national level with regard to the importance of teaching children at a young age. She advised that the personnel who work in the area of child development have always known that children start learning as babies; however, with the development of brain scans that fact has now been proven. She advised that 90% of brain development occurs before a child enters school at age 5. She stated, “If we don’t intervene with families, children in school have more challenges to become successful in life.” She reviewed a few of the programs that have been implemented in Gila County and she advised that over 35,000 books have been placed in the hands of children in this region. On behalf of the Board, Chairman Pastor thanked Ms. Chandler for the presentation. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board adopted Proclamation No. 2013-02. **(A copy of the Proclamation is permanently on file in the Board of Supervisors’ Office.)**

B. (Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve Grantee Agreement GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$65,000 for fiscal year July 1, 2013, through June 30, 2014.

Vice-Chairman Martin made a motion to adjourn as the Board of Supervisors and convene as the Gila County Library District Board of Directors, which was seconded by Supervisor Marcanti, and unanimously approved by the Board.

Jacque Griffin, Assistant County Manager/Librarian, advised that this agreement is a 12-month contract, and it is renewable for 2 additional 12-month periods. This agreement continues the Early Literacy strategy begun by the previous First Things First Parent Education Community Based Training Grant. This is the first year of a 3-year grant cycle. She stressed that the primary function of this grant is to provide training to parents on the importance of early literacy skills and the importance of reading to their

children. This program also encourages building a library of books in the home. At this time, 1,706 children, age birth to five are enrolled in this program and each child receives a book in the mail each month. At the conclusion of the presentation, all 3 Board members praised this very successful and positive program. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Grantee Agreement GRA-RC004-14-0616-01 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District in the amount of \$65,000 for fiscal year July 1, 2013, through June 30, 2014.

C. Information/Discussion/Action to approve the renewal of Grantee Agreement No. GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of \$80,000 for the period July 1, 2013, through June 30, 2014. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Griffin advised that last year was the first year that the Community-Based Literacy Grant Program was implemented at San Carlos and this Grantee Agreement will provide funding for one additional 12-month period. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the renewal of Grantee Agreement No. GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of \$80,000 for the period July 1, 2013, through June 30, 2014.

Vice-Chairman Martin made a motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors, which was seconded by Supervisor Marcanti, and unanimously approved by the Board.

D. Information/Discussion/Action to ratify the Board of Supervisors' approval for the Gila County Sheriff's Office electronic submission of a FY2014 Grant Application in the amount of \$392,727, which includes a 25% match requirement, to the Arizona Criminal Justice Commission under its Drug, Gang, and Violent Crime Control Program to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crime Task Force.

Johnny Sanchez, Chief Deputy Sheriff, advised that Gila County has obtained this funding from the Arizona Criminal Justice Commission (ACJC) since the

creation of the County's Drug, Gang, and Violent Crime Task Force. Due to the short turnaround time to submit the Grant Application, there was not sufficient time to obtain the Board of Supervisors' approval. Mr. Sanchez advised that in past years the County was required to provide a 20% match contribution; however, this grant application requires a 25% match requirement. In anticipation of the grant being awarded to Gila County, the Sheriff's Office will be looking at other funding options to make up the 5% increase in matching funds. In May 2013, the Sheriff's Office will receive notification if it will be awarded this grant funding. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously ratified its approval for the Sheriff's Office submission of this FY2014 Grant Application to the ACJC.

E. Information/Discussion/Action to approve Amendment No. 1 to Software Contract (which is an amendment to a Master Services Agreement) between Colorado CustomWare, Inc. (CCI) and Gila County; to approve a Lease Purchase Agreement between Zions First National Bank and Gila County whereby the County will realize an overall savings of \$50,616.55 over a five-year period; and to adopt Resolution No. 13-04-02, which authorizes the approval of the Lease Purchase Agreement, all of which is needed for the Assessor's Office software package.

Dana (Jeannie) Sgroi, Contracts Support Specialist, stated that Joe Heatherly, former Finance Director, presented this agenda item to the Board of Supervisors at its February 19, 2013, meeting and, at that time, he requested that the Board table its approval as one document was not submitted by Zions Bank, which contained the Anti-Terrorism Warranty Statement and Legal Arizona Workers Act. That document has been received and attached to this agenda item, so Ms. Sgroi asked for the Board's approval of this item. Chairman Pastor asked Assessor Deborah Hughes if she would like to make any comments and she replied that she was in favor of these agreements. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 1 to Software Contract (which is an amendment to a Master Services Agreement) between Colorado CustomWare, Inc. (CCI) and Gila County and the Lease Purchase Agreement between Zions First National Bank and Gila County; and adopted Resolution No. 13-04-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

F. Information/Discussion/Action to adopt Resolution No. 13-04-01 accepting a roadway easement for Ewing Trail as described in Fee No. 2012-015570, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System.

Steve Sanders, Public Works Division Deputy Director, advised that Ewing Trail is located on the east side of Tonto Creek and it's the main collector that joins

the community, north to south. In 1991, there was a land exchange on the north end of the road and, at that time, the County was granted the roadway. The portion of road that extends beyond the cattle guard is owned by the Tonto National Forest; however, an agreement is in place with the Forest Service for Gila County to provide maintenance on that portion of road. County staff met with the land owners and it was learned that no record exists to show that the County has an easement on the portion of road as described in Fee No. 2012-015570. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 13-04-01 accepting a roadway easement for Ewing Trail as described in Fee No. 2012-015570, Gila County Records, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

G. Information/Discussion/Action to adopt Proclamation No. 2013-03 to proclaim April 2013 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month.

Chairman Pastor advised that his Executive Assistant, Sherry Grice, has been working for the last month on coordinating various activities to celebrate and bring attention to National County Government Month, as follows: April 15th – an open house will be provided at County facilities in Globe and Payson; April 19th – the County will celebrate the Earth Day poster and essay contest by show-casing posters made by school children at various locations in the Globe Courthouse and the award winners will be announced at the Board's May 7th meeting; and April 27th – a free e-waste disposal day will be held at the County landfills. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2013-03. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

H. Information/Discussion/Action to adopt Resolution No. 13-04-04 in support of Governor Brewer's plan to restore Medicaid, and encourage the Legislators of the Arizona State House and Senate to stand with the people of Arizona who have twice expressed their support for the Governor's plan to provide AHCCCS (Arizona Health Care Cost Containment System) coverage for Arizonans in need.

Chairman Pastor advised that last week he was contacted by Steve Killian of Governor Brewer's Office and he was asked to present this resolution to the Board of Supervisors. Governor Brewer recently adopted a similar resolution on this issue. He further advised that the Arizona County Supervisors Association (CSA) has taken a neutral stand on this issue. Chairman Pastor also met with Barbara McGuire, Arizona District 8 Senator, and T.J. Shope, Arizona District 8 House Representative, last week on this issue. Vice-

Chairman Martin stated that there is a lot of controversy on restoring Proposition 204 to restore Medicaid in Arizona; however, she advised that the voters of Arizona have twice expressed their support for the Governor's plan to provide AHCCCS coverage for Arizonans in need. She stated that because Gila County is an arm of the State of Arizona, she feels it is critical that the Board support the Governor. Supervisor Marcanti echoed Vice-Chairman Martin's comments and stated that this measure is good for the communities and Arizona as a whole. Chairman Pastor also supports this measure. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 13-04-04. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

I. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-021-A.

Marian Sheppard, Chief Deputy Clerk, advised that a sealed bid was submitted for the purchase of this vacant parcel of land which is owned by the State of Arizona and is located on N. Utah Avenue in Hayden. The total lien amount on this property is \$2,740.94. Ms. Sheppard explained that in 2003, the Board of Supervisors adopted a resolution which established a process for the sale of state-owned land. The process states that the Board will not consider any bid that is less than the total lien amount; however, there is one exception – a property owner must submit written proof of ownership of land that adjoins the state-owned parcel of land at the time the sealed bid is submitted in order for the Board to consider accepting a bid that is less than the total lien amount. In this case, Ms. Sheppard advised that the bidder has submitted proof of adjoining land ownership. She opened the sealed bid and announced that Ronald and Rosalinda Lopez submitted a bid in the amount of \$100 for the purchase of parcel number 101-07-021-A. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted a bid in the amount of \$100 from Ronald and Rosalinda Lopez for the purchase of Assessor's tax parcel number 101-07-021-A.

J. Information/Discussion/Action to appoint Marian Sheppard as Clerk of the Board of Supervisors effective immediately.

County Manager Don McDaniel stated that state statute requires that the Board of Supervisors appoint a Clerk of the Board. Back in 2010, when the Board appointed John Nelson as Deputy County Manager, he was also appointed as the Clerk at that time. Mr. Nelson retired effective March 29, 2013. Mr. McDaniel recommended that Marian Sheppard, who has been the Chief Deputy Clerk for the past 16 years, be appointed as the Clerk of the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously appointed Marian Sheppard as Clerk of the Board effective immediately. Chairman Pastor and Supervisor Marcanti congratulated Ms. Sheppard.

Item 5 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of Amendment No. 1 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y2) between the State of Arizona, Governor's Office of Energy Policy (OEP) and Gila County whereby OEP will provide \$6,000 of additional funding, which is available for reimbursement for the period June 1, 2012, through July 1, 2013, for a new contract total amount of \$13,150.

B. Approval of the following membership changes to the Gila/Pinal Workforce Investment Board: New Membership - Al Larson, Interim Director, Central Arizona Governments, retroactive from 11/1/12 to 10/31/16, and Patricia Burke, Dean, Gila Community College Campus - Gila Pueblo and San Carlos, retroactive from 1/1/13 to 12/31/16; Reappointment - Brad McCormack, Operations Manager, Fred G. Acosta Job Corps, retroactive from 10/1/12 to 9/30/16; and Resignations - Brian Tapp effective 9/6/12, and Billie Lavin effective 9/28/12.

C. Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 092111-2 between Gila County and Cactus Transport, Inc. to extend the contract per section 3.2, from the period of March 20, 2013, to March 19, 2014; and to provide for the purchase of CRS-2 chip seal oil for County roads.

D. Acknowledgment of the resignation of Curtis Chaney from the Pine Water Association Domestic Water Improvement District Governing Board and the appointment of Manuel V. Cantu to complete Mr. Chaney's term which expires December 31, 2014.

E. Approval of an Intergovernmental Agreement for Election Services between Gila County and the Town of Winkelman.

F. Approval of the reappointment of Ronnie O. McDaniel, as Justice of the Peace Pro Tempore for both Payson and Globe Regional Justice Courts, for the term of nine (9) months (April 1, 2013, through December 31, 2013).

G. Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Copper Dust Stampede Rodeo on May 9-11, 2013.

H. Approval of a Special Event Liquor License Application submitted by the Lion's Club of Globe, Arizona, Inc. to serve liquor at the annual National Rifle Association's Dinner/Fund Raising Event on April 20, 2013.

I. Acknowledgment of the February 2013 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the February 2013 monthly activity report submitted by the Recorder's Office.

K. Approval of the December 18, 2012, and March 19, 2013, BOS meeting minutes.

L. Acknowledgment of the Human Resources reports for the weeks of March 5, 2013, March 12, 2013, March 19, 2013, and March 26, 2013.

MARCH 5, 2013

HIRES TO COUNTY SERVICE:

1. Ted J. Schaefer – Sheriff's Office – Detention Officer (PT) – 03/11/13 – General Fund – Replacing Clifford Carnahan
2. Justin Durbin – Assessor's Office – Appraiser – 03/11/13 – General Fund – Replacing Lisa Wilckens

DEPARTMENTAL TRANSFERS:

3. Tyler G. Solberg – Information Technology – From I.T. Administrator & Support Sr. – To Systems & Network Communications Analyst – 02/25/13 – General Fund

END PROBATIONARY PERIOD:

4. Clarence E. Rice – Sheriff's Office – Detention Officer – 02/27/13 – General Fund
5. Brandon R. Burgner – Sheriff's Office – Detention Officer – 02/27/13 – General Fund
6. Erika Pisano – Probation – Deputy Probation Officer II – 07/31/12 – Juvenile Standards Fund

POSITION REVIEW:

7. Marilyn Brewer – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant
8. Pamela Fisher – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant
9. Sherry L. Grice – Board of Supervisors – Supervisor Staff Specialist – 03/04/13 – General Fund – Change in title from Supervisor Staff Specialist to Executive Assistant

REQUEST PERMISSION TO POST:

10. Information Technology – I.T. Administrator & Support Sr. – Position vacated by Tyler Solberg

11. Sheriff's Office – 911 Dispatch Supervisor – Position vacated by Candice Jorgenson
12. Sheriff's Office – Detention Lieutenant – Position vacated by Justin Solberg
13. Community Services – Director of Community Services – Position vacated by David Fletcher

MARCH 12, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Bryan Kinder – Probation – Deputy Probation Officer Supervisor – 02/20/13 – Various Funds – DOH 10/04/10 – Resignation
2. Nancie Denogean – Probation – Juvenile Detention Officer – 03/03/13 – General Fund – DOH 08/13/12 – Failure to complete probationary period

TEMPORARY HIRES TO COUNTY SERVICE:

3. Joe Munoz – Board of Supervisors – Temporary Laborer – 03/18/13 – General Fund/ Constituent Services District II

DEPARTMENTAL TRANSFERS:

4. Lauren Savaglio – Health Services – From Health Programs Manager – To Environmental Health Manager – 03/14/13 – From Various Funds – To Various Funds

END PROBATIONARY PERIOD:

5. Samantha Jerome – Health Services – Staff Nutritionist – 02/25/13 – WIC Fund

REQUEST PERMISSION TO POST:

6. Board of Supervisors/Constituent Services District II – Temporary Laborer (1 position available) – Position vacated by Angel Perez
7. Board of Supervisors/Constituent Services District II – Temporary Laborer (3 positions available) – Positions vacated by Mario Dorame, Austin Livingood, Jacob Sanchez

MARCH 19, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Michael P. Cruz – Sheriff's Office – Detention Officer – 03/04/13 – General Fund – DOH 10-15-12 – Failure to complete probationary period
2. Kristy R. Jackson – Globe Regional Justice Court – Justice Court Clerk Associate – 03/06/13 – General Fund – DOH 11/05/12 – Failure to complete probationary period
3. Kenneth Payne – Public Works – Vehicle and Equipment Mechanic Sr. – 03/28/13 – Public Works Fund – DOH 03/13/00 – Retirement
4. Birdie DeNero – Human Resources – Human Resources Director – 03/20/13 – General Fund – DOH 08/06/07 – Resignation
5. Joseph Heatherly – Finance – Finance Director – 03/22/13 – General Fund – DOH 07/19/10 – Resignation
6. Darryl Griffin – Computer Services – IT Director – 03/22/13 – General Fund – DOH 01/06/99 – Resignation
7. John Nelson – Board of Supervisors – Deputy County Manager – 03/29/13 – General Fund – DOH 06/27/94 – Retirement

HIRES TO COUNTY SERVICE:

8. Jeff A. Taylor – Public Works – Road Maintenance/Equipment Operator – 03/25/13 – Public Works Fund – Replacing Anna Sanchez
9. Barbara Munoz – Probation – CASA Coordinator – 03/25/13 – Court Appointed Special Advocate Fund – Replacing Katrisha Stuler
10. Clint Lyman – Probation – Juvenile Detention Officer – 03/21/13 General Fund – Replacing Anthony R. Torrez
11. John Scott – Public Works – Automotive Service Worker – 04/02/13 – Public Works Fund – Replacing Jeremy Friestad

TEMPORARY HIRES TO COUNTY SERVICE:

12. Stephanie Hawke – Community Services – WEX Participant – 02/19/13 – Various Funds

DEPARTMENTAL TRANSFERS:

13. Celena Cates – From Emergency Management – To Rural Addressing – From Administrative Clerk Sr. – To Rural Addressing Analyst – 03/25/13 – General Fund

END PROBATIONARY PERIOD:

14. Larry Perez – Public Works – Road Maintenance Worker – 04/04/13 – Public Works Funds

POSITION REVIEW:

15. Debra Williams – Health and Emergency Services – Deputy Director of Emergency Management – 04/02/12 – Various Funds – Change in fund codes

REQUEST PERMISSION TO POST:

16. Globe Regional Justice Court – Justice Court Clerk Associate – Position vacated by Kristy Jackson

MARCH 26, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Teak-sun Kim – Finance – Procurement Coordinator – 03/14/13 – General Fund – DOH 12/03/12 – Resignation
2. Cassandra Villegas – Finance – Procurement Administrator – 03/18/13 – General Fund – DOH 12/04/06 – Resignation
3. Josephine Castano – Library District – Library Community Liaison – 03/17/13 – Library District Grants Fund – DOH 08/06/12 – Resignation

HIRES TO COUNTY SERVICE:

4. Angela L. Garcia – Sheriff's Office – Public Health Nurse – 04/01/13 – General Fund – Replacing Anjanette Bolinger

DEPARTMENTAL TRANSFERS:

5. Travis W. Baxley – Sheriff's Office – From Task Force Agent (Sgt.) – To Task Force Commander – 04/01/13 – Drug Gang Violent Crime Control Fund
6. Leonard G. Kerszykowski – Sheriff's Office – From Deputy Sheriff – To Task Force Agent – 04/08/13 – From General Fund – To Drug Gang Violent Crime Control Fund
7. Dennis W. Newman – Sheriff's Office – From Task Force Agent – To Deputy Sheriff – 04/08/13 – From Drug Gang Violent Crime Control Fund – To General Fund

8. Malissa Buzan – Community Services – From Interim Director – To Director
– 03/15/13 – From Various Funds – To Various Funds

END PROBATIONARY PERIOD:

9. Lisa Wilckens – Finance – Payroll Specialist – 03/13/13 – Various Funds
10. Dana Sgroi – Finance – Contracts Support Specialist – 03/10/13 – General Fund
11. Brent J. Miller – Sheriff's Office – Detention Officer – 02/13/13 – General Fund
12. Dana Lindsey – County Attorney's Office – Detective – 03/20/13 – Diversion Program Fund
13. Lisa King – County Attorney's Office – Legal Secretary – 02/13/13 General Fund

REQUEST PERMISSION TO POST:

14. Finance – Procurement Administrator – Vacated by Cassandra Villegas

M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 25, 2013, to March 1, 2013; and March 4, 2013, to March 8, 2013.

N. Approval of finance reports/demands/transfers for the weeks of March 26, 2013, and April 2, 2013.

March 26, 2013

\$949,526.44 was disbursed for County expenses by check numbers 252948 through 253074.

April 2, 2013

\$1,510,328.29 was disbursed for County expenses by check numbers 253075 through 253245. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5A through 5N as presented.

Item 6 - 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(H), action taken as a result of public comment will be limited to responding to criticism made by those who have addressed the Board of Supervisors, may ask staff to review the matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 7 - 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.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:02 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk

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-1774

Consent Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 04/16/2013

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-15-13 and 3-22-13

Submitted For: Linda V. Eastlick
Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending March 15, 2013 and March 22, 2013.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 11, 2013, to March 15, 2013; and March 18, 2013, to March 22, 2013.

Attachments

County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-15-13 and 3-22-13

Amendment No. 1 to Contract 042312 with Sun Devil Fire Equipment

Service Agreement No. 123112 with Barkley Excavating

Service Agreement No 030413-1 with US Imaging

Professional Consulting Services Contract No 022313 with Atwell, LLC

Agreement No. 4266780 with DLT

Additional Services Agreement No. 1273-13L3A with New World

Service Agreement No 030613 with KWIK KOOL Refrigeration

Service Agreement No 030613-1 with H and H Heating and Cooling

Service Agreement No 030813 with Burden Electric

Service Agreement No 022213 with Keystrokes Business Support Center

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**March 11, 2013, to March 15, 2013**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Amendment No. 1 Sun Devil Fire Equipment	Amendment No. 1 to Contract 042312 with Sun Devil Fire Equipment	\$3,500.00	05-01-13 to 04-30- 14	03-13-13	Option to renew for one more additional one year period	Provide fire extinguishers inspections to various locations in Southern Gila County.
123112 Barkley Excavating	Service Agreement No. 123112 with Barkley Excavating	Not to Exceed \$2,000.00	03-13-13 to 03-12- 14	03-13-13	Option to renew for two additional two year periods	Provide snow removal to various County locations in Payson, AZ.
030413-1 US Imaging	Service Agreement No. 030413-1 With US Imaging	Not to Exceed \$10,000.00	03-13-13 to 03-12- 15	02-27-13	Option to renew for two additional two year periods	Provide document managing for the County Recorder's office by microfiche.
022313 Atwell LLC	Professional Consulting Services Contract No. 022313 Atwell, LLC	Not to Exceed \$32,000.00	03-13-13 to 03-12- 14	03-13-13	Option to renew for two additional two year periods	Consultant performs services at Russell Gulch Landfill, Buckhead Mesa Landfill and Dept. 433 (Russell Gulch Landfill extension). Assignments include financial assurance, Aquifer Protection Permit sampling, SWPPP sampling and reporting and Methane monitoring.
4266780 DLT Solutions	Agreement No. 4266780 with DLT	\$6,899.64	03-01-13 to 02-28- 14	03-13-13	Expires	Annual subscription renewal for the Assessor's AutoCAD Map system.

March 11, 2013, to March 15, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
1273-13L3A New World	Additional Services Agreement No. 1273-13L3A with New World	\$10,000.00	-	03-13-13	Expires	New World will provide trained customer support personnel to come and perform a business process review to determine if the County is using the New World software to it's maximum ability.

March 18, 2013, to March 22, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
030613 KWIK KOOL Refrigeration	Service Agreement No. 030613 with KWIK KOOL Refrigeration	\$3,374.45	03-19-13 to 05-18- 13	03-19-13	Expires	Provide and install a ductless split A/C unit in the Roads/Auto Shop I.T. Server room to control the temperature year round.
030613-1 H&H Heating and Cooling	Service Agreement No. 030613-1 with H&H Heating and Cooling	\$2,002.36	03-19-13 to 04-18- 13	03-19-13	Expires	Installation of RUUD 2 ton condenser dry charge condenser needed. R-22 replacement as direct replacement for old condenser.
030813 Burden Electric LLC	Service Agreement No. 030813 with Burden Electric LLC	\$9,272.00	03-19-13 to 05-18- 13	03-19-13	Expires	Contractor will provide labor and materials necessary to install radio tower grounding systems to the Sheriff's Office Communications Conex towers in Payson, AZ.
022213 Keystrokes Business Support Center	Service Agreement No 022213 with Keystrokes Business Support Center	\$14,155.00	03-21-13 to 03-20- 14	03-21-13	Expires	The Health Department is having old immunization and health records digitized to reduce storage requirements and to maintain the integrity of the documents themselves.



AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents for the below stated project:

**CONTRACT 042312
FIRE EXTINGUISHER INSPECTIONS
SOUTHERN GILA COUNTY**

Effective May 23, 2012, Gila County and Sun Devil Fire Equipment, Inc. entered into a contract whereby Sun Devil Fire Equipment, Inc. agreed to provide Fire Extinguisher Inspections to various locations in Southern Gila County. Per Article 14 of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

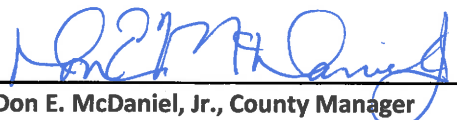
The contract expires April 30, 2013. Per page 5, Article 14 – Term, of the contract, the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. The parties hereby agree to exercise this option and agree to extend the contract term for one (1) year from May 01, 2013, to April 30, 2014.

Contractor will continue to bill for services pursuant to Article 1 – Contractor's Fees, of the original contract, but in no event shall charges for the May 01, 2013 to April 30, 2014 extension exceed \$3,500.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, 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 this 13TH day of MARCH, 2013.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

3/13/13
Date

SUN DEVIL FIRE EQUIPMENT, INC.


Suppliers Signature

Cheryl Mariscal
Print Name

Tommie C. Martin, District
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

John Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY

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) 425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 123112

SNOW REMOVAL AT VARIOUS LOCATIONS IN PAYSON, AZ

THIS AGREEMENT, made and entered into this 13th day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Barkley Excavating, 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 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to attached Quote Request No. 123112, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to attached Quote Request No. 123112 - Total Hourly Cost, by mention made a binding part of this agreement as set forth herein. Contractor has a one (1) hour minimum charge. Service Agreement No. 123112 is hereby issued with a "not to exceed" amount of \$2,000.00.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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, Attention: Jeannie Sgroi, 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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at jsgroi@co.gila.az.us. 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 5 – 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 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 6 – 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 – 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 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees

working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - 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 Contractor 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.

ARTICLE 13 - 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 if 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.

ARTICLE 14- TERM: The term of the agreement shall commence on the date contract is signed by the County Manager, and continue in full force and effect for one calendar year from the date signed by County Manager, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of \$2,000.00 for completion of the projects as outlined in the Scope of Services.

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
- * Service Location
- * Vendor Name and Address
- * Description of Service

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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 123112 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel, Jr., County Manager

Date: 3/13/13

BARKLEY EXCAVATING


Signature

ATTACHMENT "A"

GILA COUNTY



Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
Shirley L. Dawson, District III Supervisor

Don E. McDaniel Jr., County Manager
Joseph T. Heatherly, Finance Director

QUOTE REQUEST NO. 123112

JOB/PROJECT DESCRIPTION

Snow removal at various County locations in Payson, Arizona.

Please quote an hourly rate for the following:

Remove snow from the Payson County Complex parking lot at 201 W. Frontier Street

Remove snow from the Payson Administrative Building parking lot at 608/610 E. Hwy 260

Remove snow from the Payson Sheriff's Office parking lot at 108 W. Main Street.

Submit responses to _____, by 3:00 P.M. Wednesday, January 16, 2013

For questions about this request please contact Jeannie Sgroi, Finance Dept., 928-402-8612

QUOTE DUE DATE: Please email or fax quote by, Wednesday, January 16, 2013, to.....
Jeannie Sgroi, Fax 928-425-7056

Contractor Name:	<u>BARKLEY Excavating</u>		
Contractor Address:	<u>280 E. Dollie Ln. Payson, AZ. 85541</u>		
Contractor Phone #:	<u>928-978-6160</u>	Email Address:	<u>CLK85541@paysonaz.com</u>
TOTAL HOURLY COST \$ <u>65⁰⁰</u> PER UNIT			
(TAXES INCLUDED)			

THANK YOU

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountvaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030413-1
RECORDER'S OFFICE IMAGING

THIS AGREEMENT, made and entered into this 13th day of MARCH, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and US Imaging of the City of Saginaw, State of Michigan, 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 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Recorder's Office or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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** or 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** or email to dsgroi@co.gila.az.us. 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 5 – 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 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 6 – 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 - 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 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - 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 Contractor 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

ARTICLE 13 - 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 if 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.

ARTICLE 14- TERM: The term of the Contract shall commence upon award and continue in full force and effect for a period of two calendar years, 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 agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$10,000.00 for completion of the projects as outlined in the Scope of Services.

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
- Service Location
- Vendor Name and Address
- Description of Service

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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

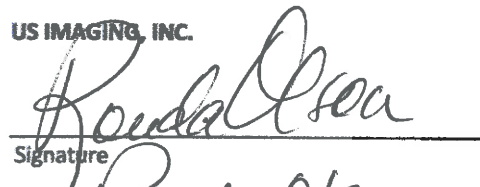
IN WITNESS WHEREOF, Service Agreement No. 030413-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/13/13

US IMAGING, INC.


Signature
Renda Olson
Print Name

When recorded,
return to:
Marian Sheppard, BOS
(3/13/07 #9B)



Gila County, AZ
Linda Haught Ortega, Recorder
03/16/2007
03:21PM
Doc Code: CONT

Doc Id: 2007-004454
Receipt #: 53572
Rec Fee: 0.00

MARIAN SHEPPARD/ BOS



2007-004454
Page: 1 of 4
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Confidential Information for

Image Conversion Services

Presented to

**Gila County
Recorders Office
1400 East Ash Street
Globe, AZ 85501**

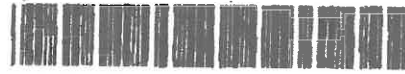
Presented by

**US Imaging, Inc.
804 S. Hamilton
Saginaw, MI 48602**

(972) 358-6215

**Brent Blankenship
VP Business Development**

February 13, 2007



Gila County, AZ

CONT

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US★Imaging

February 13, 2007

The Honorable Linda Haught Ortega
Gila County Recorder
1400 East Ash Street
Globe, AZ 85501

Dear Linda:

US Imaging is pleased to submit this document management proposal to Gila County.

US Imaging, Inc. is uniquely qualified to furnish you with document management solutions for your immediate and future needs. US Imaging focuses exclusively on County Government Solutions and is the premier County conversion company in America. We provide the highest quality service at the most reasonable price possible.

The objective of this document is to suggest a solution for accurate and economical day forward conversion of digital images from your Tyler CRIS+ system into archival quality microfilm for disaster recovery and archival backup.

US Imaging appreciates the opportunity to present this solution and we look forward to working with you and your staff on this project. If you have any questions or to schedule a pick up, please contact me at (972)358-6215 or by e-mail at bblankenship@us-imaging.net.

Sincerely,

Brent Blankenship
VP Business Development
US Imaging, Inc.



Gila County, AZ

CONT

2007-004454

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Confidential Information

Gila County

February 13, 2007

Page 3

Conversion of Digital Images to ANSI Quality Microfilm and duplication into Microfiche and CD's

Project Specifications

- State law requires human readable copy of digital information with a retention period of ten years or longer. Our service allows you to digitize your own records with low cost digital scanners and convert the digital images to microfilm images.
- Gila County will ship CD's or FTP a directory of images to US Imaging once every two weeks. US Imaging will provide you with a user name, password and directory on our secured FTP server if FTP is desired.
- US Imaging will review the digital images to ensure that there are no missing images.
- US Imaging will convert the digital images in the order received (typically Book and Page order or document number) to 16mm silver rollfilm at a 29x reduction ratio.
- Completed microfilm will be continuously loaded into 4" x 6", 5 channel, ribbed, mylar jackets. Each jacket will be identified by the first and last document within each jacket. Each jacket will store approximately 70 images.
- Completed Microfilm Jackets will be duplicated onto 4" x 6" Diazo duplicate microfiche. 10 Diazo copies will be created from each original jacket. Each set will be sorted and delivered in document number order.
- US Imaging is a certified Kodak Lab and we will ensure that all film meets or exceeds all State and ANSI standards for resolution, density and archival quality.
- The 16mm original microfilm, duplicate microfiche, and cd's will be returned to your County via UPS overnight delivery.
- Average turnaround time is 3 days from the date the images are received; shipping charges will be the responsibility of the county. We would like to receive the images via FTP on Monday evening. If we receive the images on Monday evening, we can process the images and return the film, duplicate fiche, and cd's via overnight UPS delivery. The county should receive the film on Thursday

5,000 Images	① every 2 weeks	=	10,000 Images/month
10,000 Images/month	② 60 Images/jacket	=	167 jackets/month
167 jackets	③ 10 duplicate fiche each	=	1,670 duplicate jackets
10,000 Images	④ \$0.04 Per Image for 16mm Microfilming	=	\$400.00
167 jackets	⑤ \$0.55 per jacket filled and stuffed	=	\$91.85
1,670 duplicate fiche	⑥ \$0.25 per duplicate	=	\$417.50
20 duplicate cd's	⑦ \$15.00 per cd	=	\$300.00
	monthly investment	=	<u>\$1,209.35</u>

Shipping is the responsibility of the county

US Imaging will not reproduce or distribute Gila County Images and/or Indexes to any other entity except Gila County.

The above pricing is an estimate. All Invoicing will reflect actual costs incurred. Invoices will be issued with each shipment and will be determined by the quantity of work actually returned.

Due to our experience and proven processes it is unlikely that you will encounter any errors. If errors or encountered we will correct them at no additional charge, to your complete satisfaction.



Gila County, AZ

CONT

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Page: 4 of 4

03/10/2007 03:21P

0.00

AGREEMENT

Gila County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Gila County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1 1/2 percent per month on the unpaid balance.

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 if this contract does not specifically reference any provisions required by state and federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

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

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance. This contract is considered the whole contract.

Term is for 6 months as a trial period. If both parties agree to continue, term will continue for one year increments.

Accepted by: Gila County

Name Linda Haught OrtegaTitle Gila County RecorderSignature Linda Haught OrtegaDate 2/26/07

Brent Blankenship
VP Business Development
US Imaging, Inc.
804 S. Hamilton
Saginaw, MI 48604

Signature [Signature]Date 2/26/07

Approved to Form:

[Signature]
Bryon B. Chambers, Chief Deputy County Attorney

Chairman:

[Signature]
Jose M. Sanchez

Gila County Board of Supervisors



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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



GILA COUNTY

www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Clerk of the Board
Phone (928) 425-3231 Ext. 8761

Joseph Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL CONSULTING SERVICES

CONTRACT NO. 022313

CONSULTING SERVICES FOR LANDFILLS

THIS AGREEMENT, made and entered into this 13th day of March, 2013, by and between Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Atwell, LLC of the City of Mesa, County of Maricopa, State of Arizona, hereinafter designated the **CONSULTANT**.

WITNESSETH: That the **Consultant**, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Consultant will perform miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, etc. Consultant agrees that its services are performed with technical competence consistent with the level of care and skill ordinarily exercised by other professional consultants at the time these services are performed.

Task 1 – Methane Monitoring. Atwell will perform quarterly methane monitoring in accordance with ADEQ requirements at the Russell Gulch and Buckhead Mesa landfills using a Landtec GA-90 or equivalent methane analyzer. Following completion of monitoring, Atwell will file the results with ADEQ. Atwell will perform these services at a lump sum fee of \$950 per quarter or \$3,800 per year.

Task 2 – Groundwater Monitoring. Atwell will perform semi-annual groundwater monitoring at the Russell Gulch and Buckhead Mesa landfills. Atwell assumes that the County will contract a well pumping firm to purge the two four inch diameter wells at the Russell Gulch landfill. Atwell will coordinate with the well pumping firm. After sample collection, Atwell will submit the samples for analysis and prepare a groundwater monitoring report including a statistical analysis of the results. Atwell will submit the final report to ADEQ. Atwell will utilize the County's Sanitas statistical software. Atwell will perform these services at a lump sum fee of \$9,100 per sampling event for up to two sampling events per year.

Task 5 – Miscellaneous Solid Waste Consulting Atwell will perform miscellaneous consulting services on an as needed basis for the County. Example assignments may include financial assurance updates, Aquifer Protection Permit sampling, SWPPP sampling and reporting, Solid Waste Master Plan updates, etc. Atwell will perform these services on a time and materials basis according to the fee schedule provided in the current contract as Exhibit A with a cost not to exceed \$10,000, without prior authorization.

ARTICLE II – SCHEDULE AND FEES: Refer to Exhibit "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE III – INDEMNIFICATION CLAUSE: Consultant 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 Consultant 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 Consultant 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 Consultant from and against any and all claims. It is agreed that the Consultant 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 Consultant 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 Consultant for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant 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 Consultant".

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, Consultant 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 Consultant even if those limits of liability are in excess of those required by this Contract.

- 2 The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Consultant 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 Jeannie Sgroi, 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 Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant 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 mailed directly to Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501 or email to Jeannie Sgroi at dsgroi@co.gila.az.us. 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant 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 Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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 Consultant approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Consultant 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 Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant 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. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 – CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this 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. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant**:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

ARTICLE VIII – A.R.S. §35-397: Pursuant to A.R.S. §35-397 the Consultant certifies that it does not have scrutinized business operations in Iran or Sudan and in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE IX – CONTRACT PERIOD: Contract shall be in effect for a period of one (1) year with the option of two one (1) year extensions, if agreed by both parties.

ARTICLE X – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$ 32,000.00. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee, prior to the execution of the additional work, between the **County** and the **Consultant**.

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

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 the Contract by the Consultant, the County agrees to pay the Consultant amount of not more than \$32,000.00 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 PROFESSIONAL CONSULTING SERVICES CONTRACT NO. 022313

GILA COUNTY:


Don E. McDaniel, County Manager

ATWELL, LLC:


Signature of Consultant


Print Name

APPROVED AS TO FORM:



Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney



EXHIBIT A'
ATWELL, LLC PROFESSIONAL SERVICES
2012 FEE SCHEDULE
EFFECTIVE JANUARY 1, 2012

Senior Project Manager	\$179/hour
Project Manager I-II.....	\$142 to \$157/hour
Project Coordinator.....	\$129/hour
Engineering Services	
Senior Project Engineer	\$157/hour
Engineer/Designer I-V	\$95 to \$142/hour
Engineer Technician.....	\$ 89/hour
Surveying Services	
Senior Project Surveyor.....	\$157/hour
Project Surveyor I-V	\$95 to \$142/hour
Survey Technician.....	\$ 89/hour
One Man Crew	\$99 to \$115/hour
Two Man Crew	\$135 to \$162/hour
Planning/Landscape Design Services	
Senior Project Planner	\$157/hour
Planner/Designer I-V	\$95 to \$142/hour
Planning Technician.....	\$ 89/hour
Environmental Services	
Senior Environmental Consultant	\$157/hour
Environmental Consultant I-V.....	\$95 to \$142/hour
Environmental Technicians I-II.....	\$75 to \$ 83/hour
CAD/GIS Services	
CAD Technician I-II	\$75 to \$ 83/hour
GIS Analyst/Technician	\$89 to \$ 95/hour
Administrative Services.....	\$62 to \$ 72/hour
Firm Principal.....	\$225/hour
Expert Testimony.....	\$295/hour

Specialty Equipment

Laser Scanner	\$500/half day - \$1,000/full day
Nuclear Density Gauge	\$50/day
ATV	\$150/day
Ground Penetrating Radar.....	\$500/day
Photoionization Detector (PID).....	\$75/day
4 - Gas Monitor with Remote Sensor	\$50/day

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, outside reproductions, document purchases, and sub-consultants shall be billed at cost plus 15%. Mileage shall be billed at current IRS allowable rate. All other project reimbursable expenses shall be billed in accordance with the attached Reimbursable Fee Schedule. All per diem, application, and submittal fees shall be paid directly by the client.



Price Quotation

Quote: 4266780
Reference: 870191
Date: 02/27/2013
Expires: 03/27/2013

To: Mr. Thomas Homan
Gila County (AZ)
Assessor's Office
745 N Rose Mofford Way
Globe, AZ 85501

From: Jerry Bond
DLT Solutions
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (928) 402-8515
Fax:
Email: thoman@gilacountyaz.gov

Phone: (703) 708-9142
Fax: (866) 708-6705
Email: jerry.bond@dlts.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-2222F AutoCAD Map 3D 2013 Get Current Upgrade Upgrading SN: 343-17473217	OM	2	\$2,919.01	\$5,838.02
2	9701-2222XW1 AutoCAD Map 3D 2013 Subscription - 1 Year	OM	2	\$530.81	\$1,061.62

This quote is on behalf of CADsoft Consulting, your local Authorized Autodesk Reseller.

Total: \$6,899.64

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, GA, HI, IL, IN, KS, KY, LA, MA, MD, MI, MO, MS, NC, NM, NJ, NV, NY, OH, OK, PA, RI, SC, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:

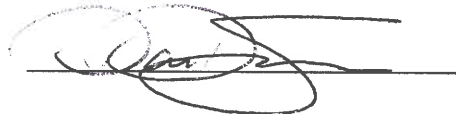
- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

DLT SOLUTIONS

Price Quotation

Quote: 4266780
Reference: 870191
Date: 02/27/2013
Expires: 03/27/2013

Attachment "A" by mention made a binding part of this agreement as set forth therein.

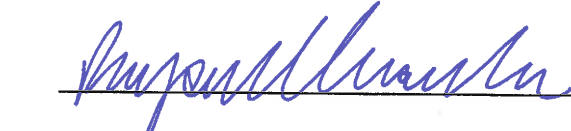


DLT Solutions, Daryl Davage

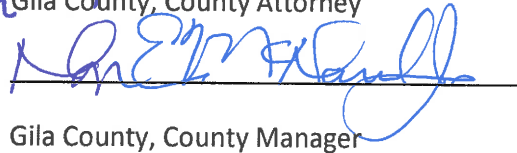
Vice President, Contracts and Legal Counsel

2/27/2013

Date



for Gila County, County Attorney



Gila County, County Manager

3/13/13

Date

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) 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.

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.

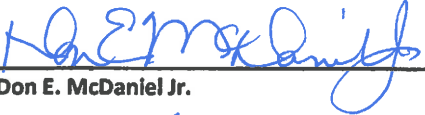
Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. 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 as soon as possible so as not to delay project completion.

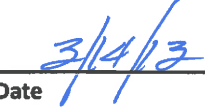
Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all 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.

GILA COUNTY:

GILA COUNTY MANAGER


Don E. McDaniel Jr.


Date

APPROVED AS TO FORM:


Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

DLT Solutions


Individual Authorized to Sign

Daryl Savage

Print Name

Vice President, Contracts and Legal Counsel
Title

March 11, 2013**ADDITIONAL SERVICES AGREEMENT**

Mr. Joe Heatherly
Gila County
P.O. Box 1093
1400 East Ash Street
Globe, AZ 85502-1093

Dear Mr. Heatherly:

New World Systems is pleased to provide additional services for a Logos.NET Business Process Review.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

GILA COUNTY, AZ
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title
By: Don E. McDaniel, Jr.
Authorized Signature Title
Don E. McDaniel, Jr., County Manager

Date: _____

Date: 3/13/13

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH JUNE 14, 2013.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

The fixed fee for a Logos.NET Business Process Review will be \$10,000. (Plus all actual and reasonable travel expenses and time incurred by **New World** divided proportionately between all **New World** customers visited on a single trip.) The installation and training support services are typically performed at **Customer's** premises but may be provided at **New World** national headquarters in Troy, Michigan. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** outside the scope of this Agreement will be provided at the **Customer's** daily rate in effect at that time, currently \$1,200 per day.

2. Payments for Services and Travel Costs

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (100%)	\$10,000
TOTAL DUE.....	<u>\$10,000</u>

All travel costs including time will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.

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

John D. Marcanti, 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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030613
AIR CONDITIONING UNIT FOR ROADS/I.T. SERVER ROOM

THIS AGREEMENT, made and entered into this 19th day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and KWIK KOOL Refrigeration, 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 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Manager Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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** or 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** or email to dsgroi@co.gila.az.us. 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 5 – 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 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 6 – 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 – 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 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – 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 Contractor 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

ARTICLE 13 – 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 if 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.

ARTICLE 14– TERM: The term of the Contract shall commence upon award and remain in effect for a period of sixty days.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 3,374.45 for completion of the projects as outlined in the Scope of Services.

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
- Service Location
- Vendor Name and Address
- Description of Service

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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030613 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date:

3/19/13

KWIK KOOL REFRIGERATION, INC.



Signature

Kenneth W Crick

Print Name

From: Kenneth Crick [kwcrick@hotmail.com]
Sent: Tuesday, March 05, 2013 9:18 AM
To: Sgroi, Dana
Subject: Mini-split bid for server room

Jeannie,

Thank you for the opportunity to provide you with this quote for this important project.

The KWIK KOOL Refrigeration, Inc. Company would like to quote this as follows with regards to the Scope of Work provided:

- 1 - 12,000 BTU, 20 SEER, 208 voltage mini-split system (Would prefer to use Lennox, but can do Mitsubishi)
(Includes remote thermostat control)
- 1 - line set for the system above
- 1 - line set cover
- 1 - condenser pad
- 1- electrical and plumbing connections (drain as detailed)
- 1- labor and tax included

Labor Cost with taxes included	\$ 1,474.88
Material and Equipment w/taxes inc.	1,899.57

Total Bid Amount	\$ 3,374.45
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I estimate that this install would take up to 8 hours and require two to three technicians. Equipment is good in stock and we can schedule depending on purchase order, etc. process.

Should you need to contact me my e-mail is kwcrick@hotmail.com. My cell phone is 812-1334; office phone is 425-6445. Fax number is 425-6557

Thank you,

Kenneth W. Crick
KWIK KOOL Refrigeration, Inc.
610 North Broad Street
Globe, Arizona 85501



COOLING & HEATING


Mr. SLIM.
 Split-ductless A/C and Heat Pumps

SUBMITTAL DATA: MSY-GE12NA-8 & MUY-GE12NA

12,000 BTU/H WALL-MOUNTED AIR-CONDITIONING SYSTEMS

Job Name:	Location:	Date:
Purchaser:	Engineer:	
Submitted to:	For <input type="checkbox"/> Reference <input type="checkbox"/> Approval <input type="checkbox"/> Construction	
System Designation:	Schedule No.:	

GENERAL FEATURES

- Wall-mounted indoor unit
- Standard Hybrid Catechin Prefilter is included with indoor unit
- Quiet operation
- Choice of fan speeds: Quiet, Low, Medium, High, and Super High; Auto fan speed control also included
- Hand-held Wireless Remote Controller
- Indoor unit powered from outdoor unit using A-Control
- Auto restart following a power outage
- Limited warranty: five years on parts and defects and seven years on the compressor
- Anti-allergy Enzyme Filter

OPTIONAL ACCESSORIES**Outdoor Unit**

- ☐ Drain Socket Assembly (MAC-860DS)

Indoor Unit

- ☐ Condensate Pump (230V; SI3100-230)

Controller Options

- ☐ Wireless Remote Controller Kit (MHK1) with Remote Controller (MRCH1), Wireless Receiver (MIFH1), and cable (MRC1)*
 - ☐ Setback down to 50°F when used with MRCH1 Remote Controller
 - ☐ Portable Controller (MCCH1; for use with Wireless Remote Controller Kit MHK1)*
 - ☐ Outdoor Air Sensor (MOS1; for use with Remote Controller (MRCH1), Wireless Remote Controller Kit (MHK1) and Portable Controller (MCCH1)*
- *See Submittal for information on each option.
- ☐ Wall-mounted Wired Controller (PAR-21MAA; req. MAC-3971F)
 - ☐ MA Contact Terminal Interface (MAC-3971F)
 - ☐ M-NET Control Adapter (MAC-3991F)
 - ☐ Remote Temperature Sensor (M21-JKO-307)
 - ☐ Lockdown Bracket for Hand-held Controller (RCMKP1CB)

Cooling*

Rated Capacity	12,000 Btu/h
Minimum Capacity	3,800 Btu/h
SEER	20.5 Btu/h/W
Total Input	960 W

* Rating Conditions (Cooling) - Indoor: 80°F (27°C) DB, 67°F (19°C) WB; Outdoor: 95°F (35°C) DB, 75°F (24°C) WB.

Electrical Requirements

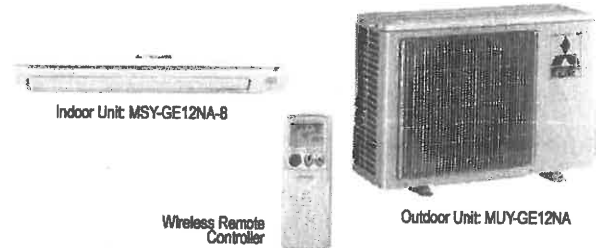
Power Supply: 208 / 230V, 1-Phase, 60 Hz
 Breaker Size: 15 A

Voltage

Indoor - Outdoor S1-S2: AC 208 / 230V
 Indoor - Outdoor S2-S3: DC 12-24V
 Indoor - Remote Controller: Wireless

OPERATING RANGE

		Indoor Intake Air Temp.	Outdoor Intake Air Temp.
Cooling	Maximum	90°F (32°C) DB, 73°F (23°C) WB	115°F (46°C) DB
	Minimum	67°F (19°C) DB, 57°F (14°C) WB	14°F (-10°C) DB

**Indoor Unit**

MCA	1 A
Fan Motor	0.76 F.L.A.
Airflow (Quiet - Lo - Med - Hi - Super HI)	
Cooling	145 - 170 - 237 - 321 - 399 Dry CFM 109 - 134 - 201 - 286 - 364 Wet CFM

Sound Pressure Level (Quiet - Lo - Med - Hi - Super HI)

Cooling	19 - 22 - 30 - 37 - 45 dB(A)
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DIMENSIONS	UNIT INCHES / MM
W	31-7/16 / 799
D	9-1/8 / 232
H	11-5/8 / 295

Weight: 22 lbs. / 10 kg
 External Finish: Munsell No. 1.0Y 9.2 / 0.2
 Field Drainpipe Size O.D.: 5/8" / 15.88 mm

Outdoor Unit

Compressor	DC Inverter-driven
MCA	12 A
Fan Motor	0.50 F.L.A.
Sound Pressure Level	
Cooling	49 dB(A)

DIMENSIONS	INCHES / MM
W	31-1/2 / 800
D	11-1/4 / 286
H	21-5/8 / 549

Weight: 77 lbs. / 35 kg
 External Finish: Munsell No. 3Y 7.8 / 1.1

Refrigerant Type: R410A

Refrigerant Pipe Size O.D.:

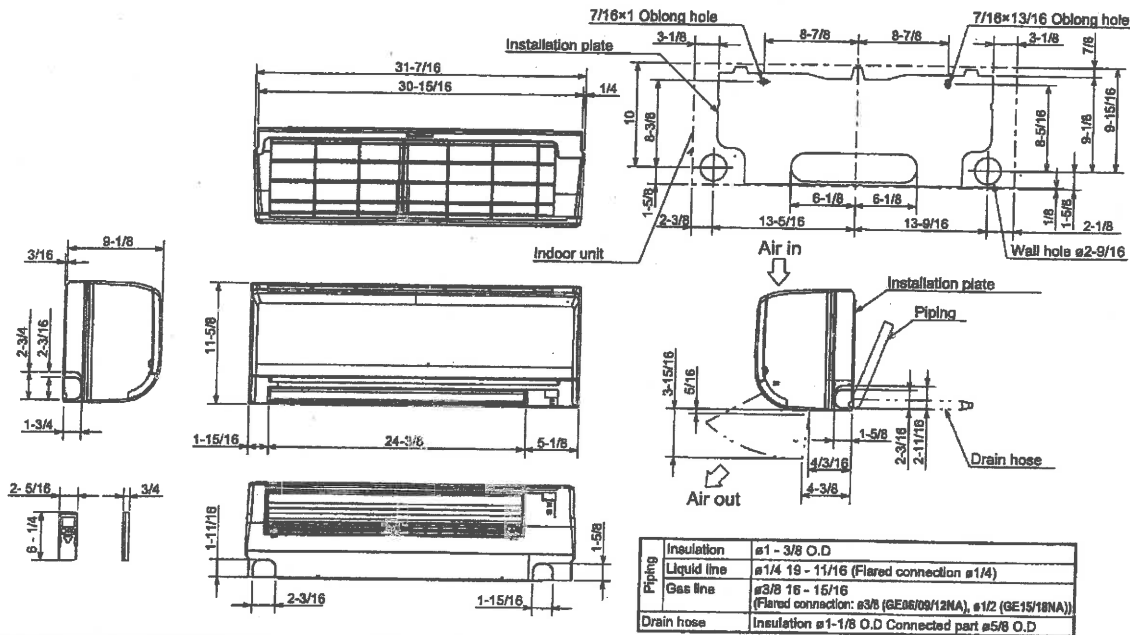
Gas Side: 3/8" / 9.52 mm
 Liquid Side: 1/4" / 6.35 mm
 Max. Refrigerant Pipe Length: 65 ft. / 20 m
 Max. Refrigerant Pipe Height Difference: 40 ft. / 12 m
 Connection Method: Flared

**INVERTER**

DIMENSIONS: MSY-GE12NA-8 & MUY-GE12NA

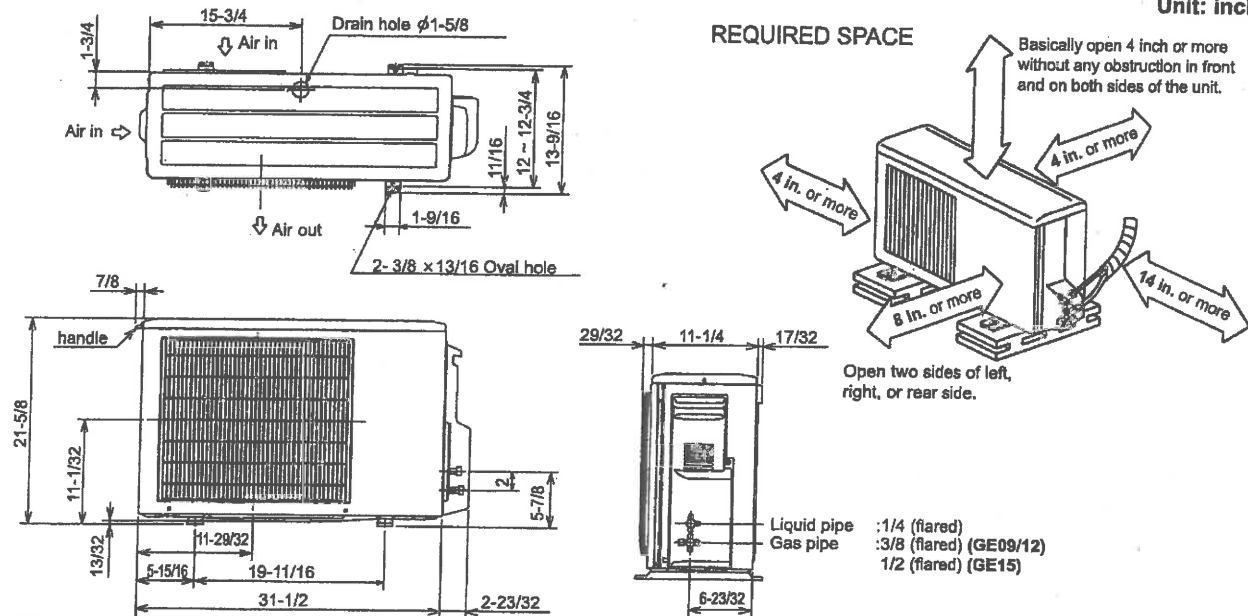
MSY-GE12NA-8

Unit: inch



MUY-GE12NA

Unit: inch



Intertek



3400 Lawrenceville Suwanee Rd
Suwanee, GA 30024
Tel: 678-376-2900 • Fax: 800-889-9904
Toll Free: 800-433-4822 (#3)
www.mehvac.com
Specifications are subject to change without notice.

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

John D. Marcanti, 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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030613-1

**Install/Provide RUUD 2 Ton Compressor
Sheriff's Dispatch Office, Payson AZ**

THIS AGREEMENT, made and entered into this 19th day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and H & H Heating & Cooling, 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 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Sheriff's Office or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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** or 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** or email to dsgroi@co.gila.az.us. 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 5 - 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 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 6 - 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 – 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 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – 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 Contractor 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

ARTICLE 13 – 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 if 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.

ARTICLE 14– TERM: The Contract shall be effective from date awarded and expire thirty days later.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 2,002.36 for completion of the projects as outlined in the Scope of Services.

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
- Service Location
- Vendor Name and Address
- Description of Service


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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030613-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/19/13

H & H Heating and Cooling


Signature

Herm Holtz
Print Name

ATTACHMENT "A"

H & H HEATING & COOLING
1201 W. GOLD NUGGET LN

PAYSON, AZ 85541

O: 928-472-4401

F: 928-472-7551

C: 928-970-0047

ROC: 172785-K-39

PAYSON: 7362

JOB NAME

DATE: 3-4-13

GILA COUNTY FINANCE DEPT ATT ACCOUNTS PAYABLE 1400 E ASH ST GLOBE, AZ
85501

GILA COUNTY SHERIFF DISPATCH OFFICE, COMPRESSOR SHORTED TO GROUND.

WE HER BY SUMIT AN ESTIMATE: INSTALL RUUD 2 TON CONDENSER DRY
CHARGE CONDENSER R-22 REPLACEMENT AS DIREKT REPLACEMENT FOR OLD
CONDENSER.

WARRANTY 5 YEARS PARTS 1 YEAR ON WORK COMPLETED.

TOTAL \$ 2,002.36

PAYMENT PLANS AS LISTED ; 100 % ON COMPLETION

ALL MATERIAL IS GUARANTEED AS PER SPECIFIED, ALL WORK TO BE COMPLETED
IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY
ALTERATIONS OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COST
WILL BE EXPECTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA
CHARGE OVER 7 above the estimated. all agreements contingent upon strikes,
accidents, delays beyond our control. owner to carry fire, tornado, and others
necessary. our workers are fully covered by workers compensation insurance.

authorized; H @ H SIGNATURE

acceptance of the above proposal, prices, specifications and conditions are
satisfactory and are hereby accepted. you are authorized to do the work as
specified. payment will be made as outlined above. note: this proposal may be
withdrawn by H & H if not accepted within 30 days:

SIGNATURE: _____ DATE OF ACCEPTANCE:

1005.300.440.00.4300.60

9/1/13

N. Neumann

1

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

John D. Marcanti, 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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 030813
ELECTRICAL SERVICE GROUNDING PAYSON SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 19th day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Burden Electric 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 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities and Land Management Director or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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** or 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** or email to dsgroi@co.gila.az.us. 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 5 - 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 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 6 - 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 – 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 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – 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 Contractor 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

ARTICLE 13 – 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 if 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.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expire sixty (60) days later.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$9,272.00 for completion of the project outlined in the scope of services.

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
- Service Location
- Vendor Name and Address
- Description of Service

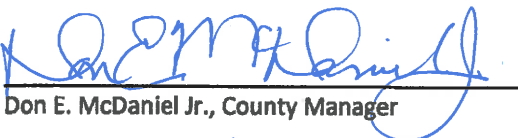
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

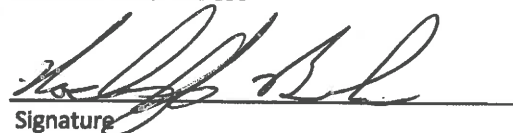
IN WITNESS WHEREOF, Service Agreement No. 030813 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 3/19/13

BURDEN ELECTRIC LLC


Signature


Print Name

Attachment "A" Page 1 of 3



Burden Electric LLC.

ROC 115534
Residential

ROC 115533
Commercial

Primary Business Address
P.O. Box 628
Globe AZ, 85502

Office: 928-402-0379
Fax: 928-402-0379 call ahead
E-Mail: burdenelectric@aol.com
Cell: 480-747-0064 Rodney Burden

Fax Transmittal Form

To: Gila County

Attention: Jeannie Sgroi

Phone:

Fax: (928) 425-7056

Urgent:

For Review:

Please Comment:

Please Reply:

From **BURDEN ELECTRIC LLC.**

P.O. BOX 628

Globe, Arizona 85502

E-MAIL: burdenelectric@aol.com

Office: 928-402-0379

Fax: 928-402-0379 call ahead

Date Sent:

Number of pages including cover :

Attachment "A" Page 2 of 3

**REQUEST FOR QUOTE
GILA COUNTY****JOB/PROJECT DESCRIPTION**

Project consists of installation of two radio tower grounding systems for the Gila County Sheriff's Office in Payson, AZ.

Location: Gila County Payson Jail
108 West Main Street
Payson, AZ 85541

Scope of Work and Specifications:

- The scope of this project is to provide material and labor to install the two radio tower grounding systems as shown on attached Drawing E-101-Keyed Note #27 of the Electrical Service Upgrade-Electrical Site Plan.
- It is the contractor's responsibility to inspect the job site to insure that all costs are included in the quote.

Contractors may contact David Horn at 928-200-1641 for technical questions. Each contractor shall provide all labor and materials to complete the above Scope of Work.

QUOTE DUE DATE: Please email or fax quote by, Thursday, March 07, 2013 to, Jeannie Sgroi, dsgrai@co.gila.az.us, fax 928-425-7056

Contractor Name: Burden Electric LLC
Contractor Address: P.O. Box 628 Globe, AZ 85502
Contractor Phone #: 928-402-0379 Email Address: burdenelectric@aol.com

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR \$ 4,232.00 (TAXES INCLUDED)
MATERIALS \$ 5,040.00 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

THANK YOU

Burden Electric LLCROC 115534
RESIDENTIALROC 115533
COMMERCIAL**PROPOSAL**
3-4-12

SUBMITTED TO:
 Gila County Sheriff's Office
 Payson Sub-Station
 108 West Main
 Payson, AZ 85541
 Attn: Lt Tim Scott
 Office: (928) 474-2208x2724
 Email: tscott@gilacountyaz.gov

ADDRESS: JOB LOCATION:
 Gila County Sheriff's Office
 Payson Sub-Station
 108 W Main
 Payson, AZ 85541
 Radio Tower Halo

Burden Electric LLC
 P.O. Box 628
 Globe AZ, 85502
 Phone: 928-402-0379
 Fax: 928-402-0379 call ahead
 Cell: 480-747-0064
 Email: burdenelectric@aol.com

We hereby proposed to furnish the materials and perform the labor necessary for the completion of the following:

Bonding Radio Tower to : Lightning Halo & to Panel Gear Grounding System (Two Halo's)

Provide & Install Main Halo

Provide & Install an Additional Tower Halo

Provide Bond Wire & Ground Rods (Welding Included)

LABOR: \$ 3298.00

MATERIAL: 4724.00

EQUIP. RENTAL 500.00

TESTING 750.00

TOTAL: \$ 9272.00 (incl. tax)

Our Price Will Not Include the Following: Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Utility, or Inspection Fees are not included.

All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: \$ 9,272.00

Nine Thousand Two Hundred Seventy Two Dollars and 00/100 cents

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within 14 Days.

AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:

Signature _____ Date _____

CUSTOMER

Signature _____ Date _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

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

John Marcanti, 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) 425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 022213
MEDICAL RECORDS DIGITIZING AND SHREDDING

THIS AGREEMENT, made and entered into this 21st day of March, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Keystrokes Business Support Center, of the City of Santa Monica, State of California, 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 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona.

Scope of Work: Refer to Attachment "A", Quotation # K2012013143upd2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A", Quotation # K2012013143upd2, by mention made a binding part of this agreement as set forth herein. Service Agreement No. 022213 is hereby issued in the "not to exceed" amount of \$14,155.00.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - 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 4 - 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 **walver 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, Attention: Jeannie Sgroi, 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, Attention: Jeannie Sgroi, 1400 E. Ash St., Globe, AZ, 85501** or via email to Ms. Sgroi at dsgrai@co.gila.az.us. 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 5 - 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 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 6 - 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 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) 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 8 - 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 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor 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. Contractor warrants that

he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor 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 that 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 Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor 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. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - 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 Contractor 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

ARTICLE 13 - 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 if 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.

ARTICLE 14- TERM: The term of the agreement shall commence on ~~the date contract is signed by~~ **the County Manager**, and continue in full force and effect for one calendar year from the date signed by County Manager, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 14,155.00 for completion of the projects as outlined in the Scope of Services.

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
- Service Location
- Vendor Name and Address
- Description of Service

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.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 022213 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel, Jr., County Manager

Date: 3/21/13

KEYSTROKES BUSINESS SUPPORT CENTER



Signature

ATTACHMENT "A"

2121 Coverfield Blvd, Suite 114 Santa Monica, CA 90404
Tel: (888) 603-0057 E: jking@saeco.com

Prepared For: JonDann Sartain
Title: Deputy Director Gila County Health
Company Name: Gila County Div. of Health Services
Address: 8515 S Apache Ave. Globe, AZ 86501
Tel: 628-428-9189
Fax:
Email: JSartain@dcgila.az.us



Quotation



Date: 2/8/2013
Quotation: KC2012013143upd2

Quantity	Description	Unit Price	Amount
35	Medical Records Scanning: 35 standard size bankers boxes 10 1/4 x 12 1/2 x 15 1/2	\$ 400.00	\$ 14,000.00
3,000	Medical Records Shredding: Priced Per Pound (Lb.) Includes Shredding of Medical Records 3,000 Lbs.	\$ -	\$ -
1	Hard Drive Priced per Hard Drive Included at no charge	\$ -	\$ -
1	Medical Records Search Tool (1 Basic Seat Included) Additional seats are \$49.95 each Annual Renewal for 10 seats = \$124.95	\$ -	\$ -
SUBTOTAL			\$14,155.00
Tax			\$0.00
Boxes			\$0.00
TOTAL			\$14,155.00

Please remit check and send along with a copy of this signed acceptance to:
Keystrokes Attn: Accounts Receivable, 2121 Coverfield Blvd, Suite 114 Santa Monica CA 90404

Acceptance:

X Don E. McDaniel, Jr. 3/21/13
Client Signature Date
Don E. McDaniel, Jr., County Manager

By signing above, you agree that:

Keystrokes BSC is not responsible for loss of data or damages. Keystrokes BSC will store records until Client has received completed scanned files. Charges for storage (\$250/mo) will apply if storage of records exceeds 4 weeks after client receipt of hard drive or upload.

If we, the Client, are not satisfied with completed project, we will incur additional shipping and handling charges to ship the documents back to Client for an amount to be determined at the completion of the project, not included in the initial quote. If we, the Client, request to ship documents back to Client, we understand that the documents may not be in original packing order.

We, the Client, understand that Keystrokes BSC is not responsible for providing software or hardware (unless purchased from Keystrokes BSC) to view scanned documents.

We, the Client, understand that Keystrokes BSC recommended time frame for the project is only a guideline and may take a shorter or longer amount of time, depending on project completion.

We, the Client, understand that scanned documents are large representations of the original documents, and there may be slight imperfections or differences between the original and scanned documents.

Optical Character Recognition, or OCR, is performed on the scanned documents, but we, the Client, understand that the quality of the OCR is only as good as the clarity of the original document, and that there may be imperfections, including, but not limited to, faded documents and certain text.

Pricing Subject to change

Confidential - Do Not Distribute

THANK YOU FOR YOUR BUSINESS.