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, JANUARY 21, 2014 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

2. **PRESENTATIONS:**

   A. Presentation of the Officer of the Quarter award by Bradley D. Beauchamp, Gila County Attorney, to Officer Seth Meeske, Arizona Department of Public Safety.

   B. Information/Discussion - Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

3. **PUBLIC HEARINGS:**

   A. Information/Discussion/Action to adopt Resolution No. 14-01-02, which approves a portion of Planning and Zoning Case No. ZOA-13-01, a revised fee schedule for Gila County Planning and Zoning fees to become effective February 20, 2014. **(Bob Gould)**

4. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to canvass the results of the Miami Unified School District No. 40, Budget Override Election as contained in the District's verification of Official Election Results of the Budget Override Election held November 5, 2013, in Gila County, Arizona, and declare the results official. **(Dr. Linda O'Dell)**

   B. Information/Discussion/Action to allow an amount over $100,000 to be transferred between FY 2013-2014 Gila County budgeted funds this one time in order to allow the transfer of $300,000 of Recycling & Landfill Management revenue (fund number 6850.341.436) to the Russell Gulch Expansion Reserve fund (fund number 6855.341) to accommodate the non-planned revenue created by the contracts for wastewater treatment plant sludge brought into the Russell Gulch Landfill. **(Steve Stratton)**

   C. Information/Discussion/Action to approve the use of Mohave Educational Services Cooperative, Inc. Contract No. 09D-CENT-0902 with Centennial Contractors Enterprises, Inc. in the amount of $61,943.62 for the security entrance at the Globe Courthouse. **(Steve Stratton)**

D. Information/Discussion/Action to adopt Resolution 14-01-03 authorizing the disposal of an unnecessary public roadway being a portion of Main Street, adjacent to Lots 9-11, Block 13, Central Heights Townsite, Official Map No. 52, Gila County Records; and authorizing the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying the abandoned roadway to Doreen R. and Joshua R. Badilla, and David Quintero. **(Steve Sanders)**

E. Information/Discussion/Action to adopt Resolution No. 14-01-04 to accept the Rose Mofford Archival Collection and direct that it be displayed at the Miami Memorial Library in Miami, Arizona, where it can be accessed by all interested parties. **(Jacque Griffin)**

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 Intergovernmental Agreement No. KR13-0132 between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds in the amount of $21,851 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2015.

B. Approval to advertise Invitation for Bid No. 010314 for the purchase of CRS-TR tire rubber modified asphalt emulsion to be used for Gila County road repairs and maintenance.

C. Acknowledgment of the appointment of Susan V. Starr to the Houston Mesa Fire District Governing Board, term ending November 30, 2016, replacing Kathy Whitton-Grzanka whose term expired December 2012.

D. Acknowledgment of the December 2013 monthly activity report submitted by the Globe Regional Constable's Office.

E. Acknowledgment of the December 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

F. Approval of the January 7, 2014, Board of Supervisors' meeting minutes.

G. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of December 23, 2013, to December 27, 2013; and December 30, 2013, to January 3, 2014.

H. Approval of finance reports/demands/transfers for the weeks of January 14, 2014, and January 21, 2014.

6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

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.

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-2286 **Presentation Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For: Bradley Beauchamp, County Attorney

Submitted By: 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 DPS Highway Patrol Officer Seth Meeske.

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 award by Bradley D. Beauchamp, Gila County Attorney, to Officer Seth Meeske, Arizona Department of Public Safety.

ARF-2306 **Presentation Agenda Item 2. B.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Reporting Period:

Submitted For: Don McDaniel Jr.

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

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Information

Subject

Update of Legislative Activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group

Suggested Motion

Information/Discussion - Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

ARF-2249 **Public Hearing** **3. A.**

Regular BOS Meeting

Meeting Date: 01/21/2014

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

Adoption of Resolution No.14-01-02 approving the Planning and Zoning Fees, a portion of Planning and Zoning Case Number ZOA-13-01.

Background Information

The Community Development Division is funded by the General Fund. The fees collected offset some of the General Fund expenditures for the Division. The purpose in collecting fees is to charge the customer when we are providing a direct service that benefits primarily that customer with less benefit to the general public. The Division currently collects fees for rezoning applications, conditional use permits, variances, use permits, administrative variances, preliminary plats, final plats, development plans, comprehensive master plans, site plan reviews, minor land divisions, permitting and plan review for wastewater systems and subdivision.

Evaluation

Staff completed a survey and found that the County's current fees are significantly lower than the other counties that responded to the survey. A similar situation exists when we do the same comparison with municipalities.

Conclusion

At the meeting of July 18, 2013, the Planning and Zoning Commission voted to approve the Planning and Zoning Fees with a vote of 3 ayes, 2 nays and 2 abstentions. On September 24, 2013, the Gila County Board of Supervisors returned the Planning and Zoning Fees to the Commission. The Planning and Zoning Commission held a work session on November 7, 2013, to discuss these fees and on November 21, 2013, and they unanimously approved the fees as submitted.

Recommendation

The Planning and Zoning Commission met November 21, 2013, and unanimously recommended approval of the Planning and Zoning fees.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-01-02, which approves a portion of Planning and Zoning Case No. ZOA-13-01, a revised fee schedule for Gila County Planning and Zoning fees to become effective February 20, 2014. **(Bob Gould)**

Attachments

Summary Report

Resolution and Exhibit

Proposed Fees

Legal Notice

STAFF REPORT
TO THE
BOARD OF SUPERVISORS

COMMUNITY DEVELOPMENT DIVISION
PLANNING AND ZONING
FEE STUDY

December 1, 2013

I APPLICATION

Applicant Name	Gila County, Community Development Division
Applicant Address	745 Rose Mofford Way, Globe, AZ
Site Address	N/A
APN Number	N/A
Current Zoning Designation	N/A
Current Comprehensive Plan Designation	N/A
Application Number	*ZOA-13-01*

II PURPOSE & DESCRIPTION

The purpose of this application is to request consideration from the Board of Supervisors to amend our current fee structure for planning & zoning services provided by the Division.

III PRIMARY ISSUE OR ISSUES TO CONSIDER

The Community Development Division currently collects fees for several services that we provide to our customers. These services include:

1. Rezoning Applications
2. Conditional Use Permits
3. Variance
4. Use Permits
5. Administrative Variance
6. Preliminary Plat
7. Final Plat
8. Development Plan
9. Comprehensive Master Plan
10. Site Plan Review
11. Minor Land Division
12. Permitting and Plan Review for Wastewater Systems
13. Subdivisions etc.

The Community Development Division is funded by the General Fund. The fees collected offset some of the general fund expenditures for the Division. The purpose in collecting fees is to charge the customer when we are providing a direct service that benefits primarily that customer with less benefit to the general public. I say "less public benefit" because there is some benefit to the public to have buildings and accessory uses established in the best public interest.

Another issue to consider is, should the fees we establish affect our competitiveness with other counties and municipalities? When development impact fees were first established, some communities were accused of setting their fees so high that they actually became a deterrent to growth and people would build elsewhere to avoid these high costs.

There are issues with the Arizona Revised statutes that must come into play when trying to ascertain what the appropriate fee should be. The following exhibit is taken directly from the Arizona Revised Statutes and pertains to the collection of service fees.

11-251.08. County fee for service authority; alternate fee schedule; fee limits; adoption procedures

A. In addition to any other county power or authority the board of supervisors may adopt fee schedules for any specific products and services the county provides to the public. Notwithstanding fee schedules or individual charges in statute, a board of supervisors may adopt an additional charge or separate individual charge.

B. Any fee or charge established pursuant to this section must be attributable to and defray or cover the expense of the product or service for which the fee or charge is assessed. A fee or charge shall not exceed the actual cost of the product or service.

C. Before adoption of a fee for service or an additional or separate charge pursuant to this section, the board of supervisors shall hold a public hearing on the issue with at least fifteen days' published notice.

IV BACKGROUND

Our revenues for 2011 are only 27% of what they were in 2007. While that is significant in regards to our overall economic situation it is not the focus of this study. Current staffing levels are down from 2007. The focus of this study is to determine how appropriate and adequate our fees are to the cost we incur to provide services to our applicants.

By use of the word appropriate I mean how our fees compare with fees from other counties in Arizona and some of the municipalities. It is not our intent to create a situation where our fees act as a deterrent to growth; we should continue to be competitive with other governmental jurisdictions.

By use of the word adequate I mean how the fees we collect actually relate to the cost to provide services. Are we subsidizing the cost to provide service to the individual by using general fund resources unnecessarily? We don't want to collect more than required to provide the service and we don't want to undercharge. Understanding that we will never be perfect in our fees for service, we want to come as close as we can. The only way to come close to perfection is to wait until we are through and then tell our customer how much they owe us. Services can vary significantly between two customers for the same service. One customer may require several meetings and trips, while another much less.

Staff completed a fee survey. The survey was completed by Angela Parker and related to Planning and Zoning Fees. The table for the survey is located in the appendix of this report. Exhibit "A" is a survey of counties and municipalities for Planning and Zoning Fees.

V ANALYSIS

The first issue we will look at is the adequacy of our current fees. The question here is to determine if the cost to us to provide a service is being adequately compensated through the collection of fees or are we compensating this service with general fund revenues because our fees are too low.

Chart #1 simply reflects our total revenue stream from Planning & Zoning fees for the past 6 calendar years.

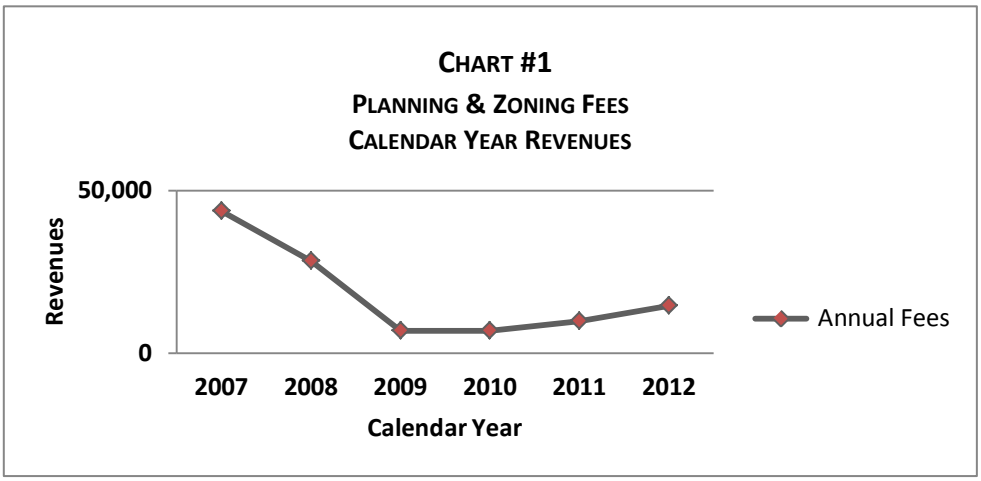
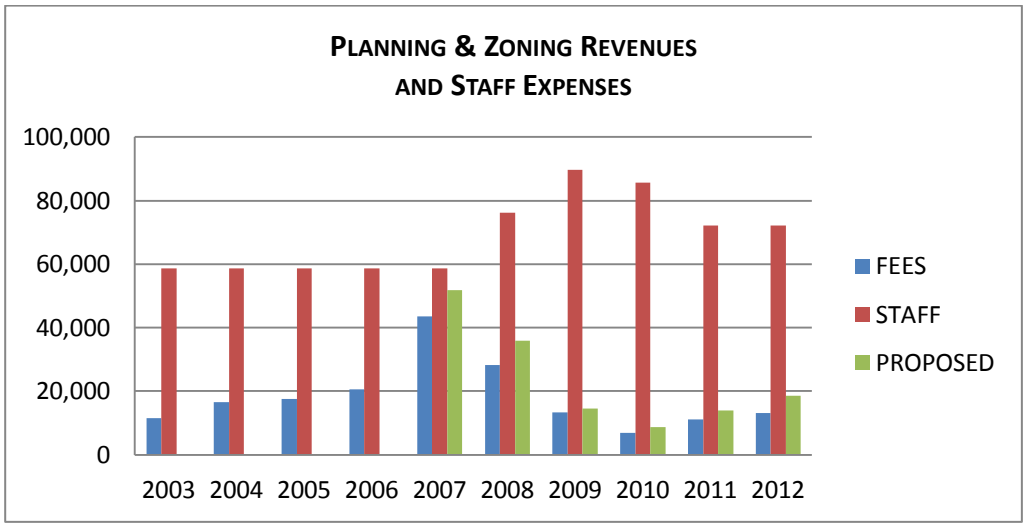


Chart #2 relates to Planning & Zoning Fees and staff costs. We also applied the proposed fees to the past six years. There is a much greater discrepancy between revenues and expenses in this chart. Part of the discrepancy was related to the addition of a part time staff from July of 2008 through July of 2010. Even in our good times economically we spent more to provide a service than we took in. Once again this does not include equipment expenses we had incurred during this time period.



Cost to Provide Service

Table #1 and Table #2 have taken a Variance application and Rezoning application to develop a cost factor to the County for each of these applications. Wages and Fringe benefits were calculated and a cost of $.51 a mile was used. Advertising costs were based on past invoices.

A Variance application fee is $150. The approximate cost to the County is $380. This would mean that a person who wanted a variance would be paying to the County about 40% of what it cost for that process and the General Fund is paying 60% of the cost to obtain a variance.

The situation with the Rezoning application is very similar. The applicant pays approximately 43% of the cost and the general fund pays 57% of the cost to rezone his/her property.

Table #1

Variance process timeline/costs	**Time**
Application received	15 minutes
Visit site, take pictures (avg 40 mile roundtrip)	1 hour
Legal ad (approx $50)	15 minutes
Report	2 hours
Letters to neighbors & property owner (avg 10 mailings, $15)	30 minutes
Create postings (cost of materials $20 total)	2 hours
Put up postings (avg 40 mile roundtrip)	1 hour
Board of Adjustment hearing	1 hour
Director's Meeting time	1 hour
Director's Review time	.5 hour
Approval/denial letter	30 minutes
Total time	8.5 hours + 1.5 hours
Total miles	80

Approximate total cost $125 plus staff costs $185.98 = **$380**

Table #2

Rezone process timeline/costs	**Time**
Application received	30 minutes
Visit site, take pictures (avg 40 mile roundtrip)	1 hour
Legal ads (approx $150)	30 minutes
Report	2 ½ hours
Letters (300' notification, avg 20 mailings, $30)	1 hour
Create postings (cost of materials $20)	2 hours
Put up postings (avg 40 mile roundtrip)	1 hour
P&Z Commission hearing	1 hour
BOS meeting	1 hour
Director's Review	1 hour
Director's Meeting time	1 hour
Approval/denial letter	30 minutes
Total time	11 hours + 2 hours
Total miles	80

Approximate total cost $240 plus hourly wage & benefits $334 = **$574**

For the past four years we have actually recouped 15 to 18 percent of the cost to provide service to the applicant. During the 2007 calendar year (our busiest) we recaptured almost 75% of our cost to provide service. That was an anomaly because our best year other than 2007 was at 30 to 35% recovery. During the calendar year 2007, if we had the proposed fees, we would have collected 83% of the cost to provide services.

The cost of doing business has gone up considerably over the years and I don't believe that recapturing 15% to 18% of our costs should be accepted.

Cost Comparison with other Counties & Municipalities

On the whole, fees for Gila County are significantly lower than the other counties that responded to the survey as shown in Appendix "A". A similar situation exists when we do the same comparison with municipalities as shown in Appendix "B". The one fee that we show that is higher for Gila County than all those who responded to the survey was the Minor Land Division Fee.

Of the ten counties that responded to our query on rezoning applications, we were by far the lowest. Our proposed increase is equal to the lowest price of all the counties. The average for all ten respondents was $819.60. Of the thirteen counties that responded to our query on variance applications two counties currently charge less than us and the average fee was $304. Our proposal of $450 is considerably higher than the average

Of the 9 municipalities that responded to our query on rezoning application we were either equal to or lower than everyone else. Winslow charged the same as our current fee. The average fee for a rezoning application was $1,011. When looking at the variance applications for nine communities we find only one county is lower than us and two equal to us. The rest charged more. The average was $219.

VI SUMMARY

We have assumed that efforts should be made to obtain full cost recovery when providing services to individuals. The decrease in general fund revenues during the past several years and the continuing demands placed on those funds indicate that where feasible the County should not be subsidizing individuals or businesses that receive services from Planning & Zoning staff. Cost recovery for these fees is neither adequate nor appropriate at this time. We recover less than 50% of what we expend when providing planning and zoning services.

VII RECOMMENDATION

The Planning & Zoning Commission met on November 21, 2013 and have recommended approval of the revised Fee Schedule as shown on Table #1 of this report, and that they further recommend to the Board of Supervisors the following:

1. That the Board of Supervisors will request that staff prepare a yearly review of the current fees for Planning and Zoning,

ZOA-13-01

Planning & Zoning Commission Proposed Fee Table #1

FEE TYPE

Subdivision Fees:	CURRENT FEE	PROPOSED FEE
Preliminary Plat	$500 + $5 Lot	$650 + $20 Lot
Small Subdivision	$500 + $5 Lot	$550 + $20 lot
Final Plat	$500 + $5 Lot	$650 + $20 lot
Revisions/Amendments	$100	$175
Site Plan Review:	**CURRENT FEE**	
Mobile Home or RV Park	$500 + $5 Space	$500 +$10 space
Other Site Plans (except CUP's)	$50	$100
Zoning Services:	**CURRENT FEE**	
Initiation of Zoning Request from unzoned areas	$0	0
Commission initiative for new subdivision in unzoned area	$250	$325
Rezoning:		
Application from property owner	$250	$365
Corrective Zoning	$0	0
Conditional Use Permit:		
Conditional use site plan review	$150	$300
Combined w/rezoning application	$50	$75
	$50	$75
Temporary Use Permit	$50	$75
Variance:		
Variance w/Board of Adjustments	$150	$300
Administrative Variance	$50	$75
Sign Permit	$0	$50
Appeals to Board of Supervisors	$0	$100**
Development Plan Review	$50	$100
Comprehensive Master Plan Amendment:		
Major Amendment	$250	$525
Minor Amendment	$250	$365
Minor Land Divisions:		
Two Lots	$500	ok
Three Lots	$550	ok
Four Lots	$600	ok
Five Lots	$650	ok

Planning Zoning
Fee Comparison for Counties

Type of Fee	Gila	Yuma	Mohave	Cochise	Graham	Maricopa	Pinal	Greenlee	Santa Cruz	La Paz	Pima[1]	Yavapai	Coconino	Apache	Navajo
Rezone	$250	$2080-$2,700 + per acre fee		$250-$400 + per acre fee		$1,200-$3,000 + per acre fees	$800-$25,195			$750 + $20/ acre over 5	$1,116-$4,460 + per acre fees over 10 acres	$600-$1200 + per acre fee	$400-$500 + per acre fee	$600	$400 + $10/acre
Amendments to Zoning or subdivision	$250	$1,500 + $500/ section		$250		$1,000 per section (max $5,000)					$1,858 or 25% of fee	$250-$1,000		$500	
continuance		10% of original fee			$125	$250				$100			$100		
Special use permits (conditional or use)	$50-$150	$750-$1,500		$300 + permit fee	$150	$3,000 + $100/acre	$350-$450	$45		$750-$1,000	$86 - $601	$600-$1,200 + per acre/ space fees	$400-$600 + fees	$500	$400
temporary special use		$660					$10-$150/day					$210			
temporary use permit	$50	$355		$30	$125 annually	$250-$750	$50			$250			$50-$100	$300	$150
variance permit	$150	$360/$720 + per acre fee		$300	$75	$250-$750	$190-$200	$90	$250-$350	$550	$258-$335	$530	$400	$300	$400
preliminary plat	$500 + $5/lot	$1,200 + $12/ lot	$1,750 + review fees	$650 + $20/lot	$200 + $20/lot		$470 + $48/lot			$2,000	$542+ $55/ lot + per acre fees	$400 + $20/lot	$500 + $10/lot	$600 + $20/ lot	$500 + $20/lot
final plat	$500 + $5/lot	$1,200 + $12/ lot	$1,750 + review fees	$650 + $10/lot	$100 + $10/lot		$470 + $48/lot			$3,000	$542+ $55/ lot + per acre fees	$715 + $15/lot	$200 + $5/lot	$600 + $20/ lot	$500 + $20/lot
amendment to final plat	$100	$1,620	review fee	$300	$200					$500	15% of initial fee		$200	$20/lot	$500 + $10/lot
abandonment		$1, 620	$600	$300						$1,000		$615	$500	$350 + $10/acre	$200 + $15/acre
appeal	$150	$600	$1,000	$150-$300		$300	$190			$100	$253	$440	$300	$300	
floodplain permit/research		$30-$120		$40-$150			$50								
temporary rv permit				$30	$100 annually										$150

Appendix "A"

Planning Zoning
Fee Comparison for Counties

Type of Fee	Gila	Yuma	Mohave	Cochise	Graham	Maricopa	Pinal	Greenlee	Santa Cruz	La Paz	Pima[1]	Yavapai	Coconino	Apache	Navajo
sign permits	based on sq ft of sign			$30-$100	$50-$150		$48-$484	$45		$25	based on sq ft of sign	$145-$180		$100-$250	
comp plan amendment	$250	$200/$1.00 0		$200-$500	$300	$2,000 + $20/acre	$1,000		$1,000-$2,000	$1,000-$2,000	$1,295-$2,590	$350-$7,400	$400		$400 + $10/acre
time extensions		$300		$500							$1,430 or 75% of applicable fees	$300-$1,000			$500
minor land division	$500-$650	$420			$125-$275		$560			$100/lot	$173/ lot ($346 min)	$100/lot		$300-$525	
zoning clearance		$80			$100	$100-$250	$50			$50	$61	$85-$190			no charge
home occupation	$50 (Dev Plan)										$86	$190			
administrative variance	$50											$530		$300	$200
planned area development				$400-$800 + per acre fee (max $8,000)		$1,200 + $100 per acre ($50,000 max)	$1,000					$1,000 + $20/acre			
septic clearance							$50								
MH park & RV park	$500 + $5/ space	$1,740		$200 + $10/space	$200 + $10/space		$25 + $8/space				$714	$300 + $10/space			$400 + $10/lot or space
site plan review	$50						$175 & up				$1,673				$400 + $30/acre
ag exemption review														$50	

Fees Higher

Fees Lower

Gila County

Appendix "A"

Planning Zoning Fee Comparisons
With Other Municipalities

Type of Fee	Gila	Flagstaff	ShowLow	Sierra Vista[1]	Winslow	Camp Verde	Prescott	Thatcher	Buckeye	Chino Valley	Cottonwood
Rezone	$250	$1000-$2000 + $50/ acre	$450	$1650 + $50/ acre	$250	$1700 + fees per acre	$1705 + $21/ acre		$1250-$2500 + fees per acre	$350 + $10/ acre + ad fees	$750 + $35/ acre
Amendments to Zoning or subdivision	$250	$2000-$2500 + $50/ acre		$75/ hr		$1700 + per acre fees		$150	$4,000		
continuance		$750				$100-$250					$0-$100
Special use permits (conditional or use)	$50-$150	$500-$1000	$125	$125-$1,500	$250	$1,800	$821.50		$100-$1000	$40-$200 + ad fees	$90-$350
temporary special use					$200				$100		
temporary use permit	$50			$75-$160							
variance permit	$150	$100-$500	$150		$250	$800	$821	$150	$250-$1000	$100 + ad fee	$90-$350
preliminary plat	$500 + $5/lot	$1500 + $50/ lot	$175-$500 + per lot fee	$1575-$1900 + per acre or lot fee	$400 + $6/ lot	$2000 + per lot fees	$3605 + per lot fees	$300 + $2 per lot	$1000-$4000 + $10/ lot	$800 + $15/ lot + ad fees	$750 + $20/ lot
final plat	$500 + $5/lot	$1000 + $20/ lot		1800-$4650 + per lot or acre fee	$400 + $6/ lot	$1400 + per lot fees	$1068.50 + per lot fees	$3 per lot $100 min	$500-$2000 + $10/ lot	$800 + $15/ lot + ad fees	$750 + $20/ lot
amendment to final plat	$100	25% of original fee	$250	$500 + $75/ hr		$835 + per lot fees	$133 or $41/ page	$50 per sheet			$150-$500 + $20/ lot
abandonment				$1,600	$250			$150	$1,000		
appeal	$150	$250-$450	$75	$500	$200	$500	$64	$150	$300	$100 + ad fee	$90-$350
floodplain permit/research				$50-$300							
temporary rv permit											
sign permits	based on sq ft of sign	$100-$1500	$20-$60	$475	$50 + 1.50/ sq ft	$10-$1800	$39-$350			$5-$100	$20-$150
comp plan amendment	$250	$2000-$2500 + $50-$150/ acre	$300	$1,740	$400	$1800-$2200	$402-$669		$300-$8000 + fees	no fee	$1500-$2500
time extensions		50% of original fee				$300	$201.50		1/2 initial fee		
minor land division	$500-$650	$250-$500			$250	$165	$161		$500-$1000	$15/ lot; $500 fine if xfer title 1st	$25-$50
zoning clearance		$200				$25-$110			$100		$60
home occupation	$50 (Dev Plan)			$40							

Appendix "B"

Planning Zoning Fee Comparisons
With Other Municipalities

Type of Fee	Gila	Flagstaff	ShowLow	Sierra Vista[1]	Winslow	Camp Verde	Prescott	Thatcher	Buckeye	Chino Valley	Cottonwood
administrative variance	$50		$50					$50			
planned area development				$5000 + fees		$2800 + $55/ acre	$256			$800 + $15/ lot + ad fees	
septic clearance											
MH park & RV park	$500 + $5/ space					$1800 + per space fees					
site plan review	$50	$250-$1000 +		$1100-$2200 + fees	$150 + eng fee		$403		$1000-$2500 + $50/ acre		
ag exemption review											

Gila County

Lower Fees

Higher Fees

Appendix "B"

RESOLUTION NO. 14-01-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING A PORTION OF GILA COUNTY PLANNING AND ZONING DEPARTMENT CASE NO. ZOA-13-01, FEES WHICH AUTHORIZES INCREASING THE FEES CHARGED BY THE PLANNING AND ZONING DEPARTMENT EFFECTIVE FEBRUARY 20, 2014.

WHEREAS, pursuant to Arizona Revised Statutes Section 11-251.08 – *County fee for service authority; alternate fee schedule; fee limits; adoption procedures*, the Board of Supervisors is authorized to adopt fee schedules; and

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on November 21, 2013, approved Planning and Zoning Department Case No. ZOA-13-01 to recommend the Board of Supervisors' approval to increase Planning and Zoning Department fees; and

WHEREAS, the Gila County Board of Supervisors has not increased Planning and Zoning Department fees for many years; and

WHEREAS, a comparison has been completed of the current fee structure against other county and state agencies that provide Planning and Zoning fees; and

WHEREAS, it was determined that Gila County was below the average of those agencies.

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors is of the opinion that the adoption of a revised fee schedule for the Planning and Zoning Department would be in the best interest of Gila County.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors, does hereby approve a portion of Planning and Zoning Department Case No. ZOA-13-01, which authorizes increasing Planning and Zoning Department fees as set forth in the attached Exhibit "A", that will go into effect on February 20, 2014.

PASSED AND ADOPTED this 21st day of January 2014, Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Clerk of the Board of Supervisors

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

Exhibit A to Resolution No. 14-01-02
Gila County Planning and Zoning Fees
Case #ZOA-13-01
Adopted January 21, 2014

FEE TYPE	APPROVED FEE
SUBDIVISION FEES:	
Preliminary Plat	$650 + $20 Lot
Small Subdivision	$550 + $20 Lot
Final Plat	$650 + $20 Lot
Revisions/Amendments	$175

Site Plan Review:	
Mobile Home or RV Park	$500 + $10 space
Other Site Plans (except CUP's)	$100

Zoning Service:	
Initiation of zoning request from unzoned areas	$0
Commission initiative for new subdivision in unzoned area	$325
Rezoning:	
Application from property owner	$365
Corrective Zoning	$0

Conditional Use Permits:	
Conditional use site plan review	$300
Combined w/rezoning application	$75

Temporary Use Permit	$75
Variance w/Board of Adjustments	$300
Administrative Variance	$75
Sign Permit	$50
Appeals to Board of Supervisors	$100**
Development Plan Review	$100

Comprehensive Master Plan Amendment:	
Major Amendment	$525
Minor Amendment	$365

Minor Land Divisions:	
Two Lots	$500
Three Lots	$550
Four Lots	$600
Five Lots	$650

*** If the appellant wins the appeal the application fee is refunded*

PROPOSED
GILA COUNTY PLANNING AND ZONING FEES
PLANNING AND ZONING CASE #ZOA-13-01

FEE TYPE	CURRENT FEE	PROPOSED FEE
Subdivision Fees:	$500 + $5 lot	$650 + $20 lot
Preliminary Plat	$500 + $5 lot	$550 + $20 lot
Small Subdivsion	$500 + $5 lot	$650 + $20 lot
Final Plat	$100	$175
Revision/Amendments		

Site Plan Review:	CURRENT FEE	PROPOSED FEE
Mobile Home or RV Park	$500 + $5 space	$500 + $10 space
Other site Plans (except CUP's)	$50	$100

Zoning Services:	CURRENT FEE	PROPOSED FEE
Initiation of zoning Request from unzoned areas	$0	$0
Commission initiative for new subdivision in unzoned area	$250	$325

Rezoning:	CURRENT FEE	PROPOSED FEE
Application from property owner	$250	$365
Corrective zoning	$0	$0

Conditional Use Permit:	CURRENT FEE	PROPOSED FEE
Conditional use site plan review	$150	$300
Combined w/rezoning application	$50	$75

Temporary Use Permit:	CURRENT FEE	PROPOSED FEE
Temporary Use Permit	$50	$75

Variance:	CURRENT FEE	PROPOSED FEE
Variance w/Board of Adjustment	$150	$300
Administrative Variance	$50	$75

Sign Permit:	CURRENT FEE	PROPOSED FEE
Sign Permit:	$0	$50

Appeals to Board of Supervisors	CURRENT FEE	PROPOSED FEE
Appeals to Board of Supervisors	$0	**$100****

Development Plan Review	CURRENT FEE	PROPOSED FEE
Development Plan Review	$50	$100

Comprehensive Master Plan Amendment	CURRENT FEE	PROPOSED FEE
Major Amendment	$250	$525
Minor Amendment	$250	$365

Minor Land Divisions	CURRENT FEE	PROPOSED FEE
Two Lots	$500	No change
Three Lots	$550	No change
Four Lots	$600	No change
Five Lots	$650	No change

**** If the Appelant wins the appeal the application fee is refunded**

LEGAL NOTICE
GILA COUNTY BOARD OF SUPERVISORS

NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing to consider the adoption of a portion of the Planning and Zoning Case #ZOA-13-01-Planning and Zoning Fees; on Tuesday, January, 21, 2014 at 10:00 in the Board of Supervisors Hearing Room located at 1400 E. Ash Street, Globe, AZ.

The Gila County Planning and Zoning Commission has recommended approval of these fees to the Gila County Board of Supervisors. The fee amendments are listed on the Gila County Website (www.gilacountyaz.gov) on the Community Development Division page under Planning and Zoning-2013 Planning and Zoning Fee Amendments or can be obtained in the offices of the Gila County Community Development Division located at 745 N. Rose Mofford Way, Globe, AZ. or 608 E. Hwy 260, Payson, AZ. Comments can be made by calling (928) 402-8514 (Globe) or 1-800-304-4452 Ext 8514 during normal business hours.

By: _____
Robert Gould, Director
Community Development

Publication: Arizona Silver Belt One Publication-Wednesday, January 1, 2014

ARF-2292 **Regular Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For: Linda O'Dell, School Superintendent

Submitted By: Victoria Sanchez, Executive Assistant, School Superintendent's Office

Department: School Superintendent's Office

Information

Request/Subject

Official Canvass of the November 5, 2013, Budget Override Election Results for Miami Unified School District No. 40

Background Information

Arizona Revised Statutes (ARS) 15-481 outlines the steps to be taken in conducting a school district budget override election.

ARS 16-642(A) provides that the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

ARS 16-642(B) provides that the governing body of a special district as defined in Title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the Board of Supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not compete until the presentation to the board of supervisors is made.

ARS 15-493 provides that the official returns shall be delivered to the county board of supervisors or the appropriate county elections officer. Within thirty days after the election, the county board of supervisors or the county elections officer shall canvass the results of the election and shall file duplicate copies of the certificate of the result of the election with the clerk of the board of supervisors and with the governing board of the school district.

ARS 16-672 provides that any elector of the state may contest an election based on specific grounds as enumerated in statute, including illegal votes or an erroneous count of votes. ARS 16-673 provides the steps to be taken to contest an election, which is to occur within five days after completion of the canvass of the election and declaration of the results.

Evaluation

Gila County conducted a Budget Override Election on November 5, 2013, for the Miami Unified School District No. 40. The Governing Board of the Miami Unified School District No. 40 accepted the results of the budget override election at a regular meeting held on December 9, 2013. On December 16, 2013, the District presented verification of the Governing Board's canvass of the election results to the County School Superintendent for presentation to the Board of Supervisors. The Board of Supervisors is required to canvass the returns for this election and file a copy of the results with the Clerk of the Board of Supervisors and with the governing board of the School District.

Conclusion

Gila County conducted a Budget Override Election on November 5, 2013, for the Miami Unified School District No. 40. The Governing Board of the Miami Unified School District No. 40 accepted the results of the budget override election at a regular meeting held on December 9, 2013. On December 16, 2013, the District presented verification of the Governing Board's canvass of the election results to the County School Superintendent for presentation to the Board of Supervisors. The Board of Supervisors is required to canvass the returns for this election and file a copy of the results with the Clerk of the Board of Supervisors and with the governing board of the School District.

Recommendation

The Gila County School Superintendent recommends the Board of Supervisors' review the canvass of the Miami Unified School District No. 40 Budget Override Election and declare the results of the election official.

Suggested Motion

Information/Discussion/Action to canvass the results of the Miami Unified School District No. 40, Budget Override Election as contained in the District's verification of Official Election Results of the Budget Override Election held November 5, 2013, in Gila County, Arizona, and declare the results official. **(Dr. Linda O'Dell)**

Attachments

Certification Letter

Unofficial Results

Verification of Election Results

ARS References

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John D. Marcanti, District III
(928) 402-8726
jmarcanti@gilacountyaz.gov

GILA COUNTY

BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4344
dmcdaniel@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

Certification of Election Returns

I, the undersigned, being the Chairman of the Gila County Board of Supervisors, do hereby certify that on Tuesday, January 21, 2014, the Gila County Board of Supervisors did canvass the returns of the Budget Override Election for the Miami Unified School District #40 held on Tuesday November 5, 2013 within Gila County, Arizona and do testify that the tabulation of votes included herein is a true and correct copy of all votes cast at said election. By this action of the Gila County Board of Supervisors, the results of the November 5, 2013, election are declared official.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, this 21st day of January, 2014.

Gila County Board of Supervisors

_____
Michael A. Pastor, Chairman

Attest:

_____
Marian Sheppard, Clerk

Election Summary Report
GILA COUNTY CONSOLIDATED ELECTIONS
NOVEMBER 5, 2013
Summary For Miami Unified School District No. 40 , All Counters, All Races
Unofficial Results

Registered Voters 3637 - Cards Cast 1269 34.89%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

Question-Miami Unified School District No. 40	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Times Counted	1269/3637	34.9 %
Total Votes	1268	
BUDGET INCREASE, YES	738	58.20%
BUDGET INCREASE, NO	530	41.80%

MIAMI UNIFIED SCHOOL DISTRICT

PO Box 2070
Miami, Arizona 85501
Phone: (928) 425-3271 Fax (928) 425-7419

Dr. Sherry Dorathy, Superintendent Lisa Marquez, Business Manager

December 16, 2013

Victoria Sanchez
Gila County Superintendent's Office
Globe, AZ 85501

Dear Victoria,

I have enclosed a copy of the Official Election Results along with the Board agenda where the Board accepted the results. I will send over the official Board minutes after they have been approved in January.

Please let me know if there is anything else you may need.

Sincerely,

Sherry Dorathy

Sherry Dorathy, Ed.D.
Superintendent

Election Summary Report
GILA COUNTY CONSOLIDATED ELECTIONS
NOVEMBER 5, 2013
Summary For Miami Unified School District No. 40 , All Counters, All Races
Unofficial Results

Registered Voters 3637 - Cards Cast 1269 34.89%

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Times Counted	1269/3637	34.9 %
Total Votes	1268	
BUDGET INCREASE, YES	738	58.20%
BUDGET INCREASE, NO	530	41.80%

MIAMI AREA UNIFIED SCHOOL DISTRICT NO. 40
GOVERNING BOARD MEETING
December 9, 2013
Miami High School Library
4739 E. Ragus Road, Miami, AZ 85539
6:30 P.M.
AGENDA

A. Call to Order, Pledge of Allegiance

B. Roll call of Members, Welcome To Guests

C. Approval of Agenda

D. Minutes October 7, 2013 & November 4, 2013

E. Call to the Audience – The Open Meeting Law (OML) permits public bodies to allow members of the public to comment at meetings during a properly conducted "open call to the public." At properly conducted open calls to the public, individual members of the future agenda, but they may not dialogue with the presenter or collectively discuss, consider, or decide any item not listed on the agenda. Public bodies may impose reasonable time, place, and manner restrictions on speakers, but any content-based restrictions must be narrowly tailored to effectuate a compelling state interest. Pursuant to certain Arizona statues, disruptive attendees of meetings may be removed to permit the public body to continue to conduct the public's business.

F. Reports and Correspondence

a. Administration Reports
Sherry Dorathy, Superintendent
1. Written Report Submitted
Lisa Marquez, Business Manager
1. Budget
Rob Bueche, Miami Jr. Sr. High School Principal
1. Formal Observations and Mid-Year Progress
2. Bonfire
3. HS Bell Schedule – trial incentive
4. Incentive Program Framework
5. Apex Learing
6. Students of the Month
Curtis Patching, Lee Kornegay Principal
1. PTO Update
2. Formal Observations
3. 2nd Semester Testing
4. Winter Concert
5. Staff Praise
David Pastor, Bejarano Principal
1. APPT
2. Enrollment
3. Maintenence
Sean McDonald, I.T. Director
1. (see attached)
Nick Ferro
1. Sports Update

b. Communication "To and From the Board"

G. Old Business

None

H. New Business

a. Ratification of Warrants
b. Student and Auxiliary Reports
c. Consideration and Action on Donation
d. Consideration and Action on November 5, 2013 Override Election results
e. Discussion and Action on IT Job Descriptions
f. Discussion and Action on First Reading of Policies
g. Discussion on Mid-Term and Final Exams regarding Credit Recovery from Online Programs
h. Discussion on Presentation of High School Diplomas
i. Consideration and Action on IGA Between Miami USD and Vail USD for Beyond Textbooks
j. Consideration and Action on Revised FY2014 Expenditure Budget

I. Personnel

a. Consideration and Action on Volunteers
b. Consideration and Action on Substitute for the 2013-2014
c. Consideration and Action on Supplemental Contracts
d. Consideration and Action on Shortfall Money
e. Consideration and Action on Classified Work Agreement

*Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Julia Asanovich at (928) 425-3271. Requests should be made as early as possible to allow time to arrange the accommodation.

*Executive Session A.R.S. § 38-431.03(A) – Any and/or all items on this agenda (1.) for the purpose of discussions or considerations of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee. In accordance with the law, any such discussion or consideration shall occur in the public meeting upon the demand of the administrator, with the exception of salary discussions.

*The Board may vote to hold an executive session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with its attorney on any matter listed on the agenda. The Board's attorney may appear in person or telephonically.

*A complete copy of the meeting agenda can be found on the Miami USD website: miamiusd40.org. Additional information regarding this agenda can be obtained from Julia Asanovich at 4739 E. Ragus Road, Miami, AZ 85539 twenty-four (24) hours in advance of the Board meeting.

MIAMI AREA UNIFIED SCHOOL DISTRICT NO. 40

GOVERNING BOARD MEETING

December 9, 2013

Miami High School Library

4739 E. Ragus Rd., Miami, AZ 85539

6:30 p.m.

Board Book

G. Old Business

None

H. New Business

a. Ratification Warrants - Expense Warrants – V#1618-$35,061.35, V#1619-$16,385.49, V#1620-$38,844.56, V#1621-$79,824.11
Payroll Vouchers - #11- $242406.28, #12-$292,971.51, #13-$223,008.26.

b. Student and Auxiliary reports – see attached

c. Consideration and Action on Donations:
Administration is recommending the Board approve the following donations:
MHS Golf Club – Thunderbirds Foundation - $500.00
MHS Football Club – Michael & Cheryl Halbert - $100.00
MHS Boys Soccer – Rollins & Petersen Ortho - $25.00

Motion	Second	Vote

d. Consideration and Action on November 5, 2013 override election results:
Administration is requesting the Governing Board to accept the override election results

Motion	Second	Vote
Robert Hawson	Debbie Allen	5/0

e. Discussion and Action on IT Job Descriptions:
Administration is requesting the Governing Board IT Job Descriptions be adopted. They have been reviewed by Dr. Dorathy and the IT department.

Motion	Second	Vote

f. Discussion and Action on First Reading of Policies BCB, CBI, DJE and JICH
Administration is requesting the above policies be approved for the first reading.

Motion	Second	Vote

g. Discussion on Mid-Term and Final Exams regarding Credit Recovery from Online Programs
Dr. Sherry Dorathy will be present to explain this to the Governing Board.

Motion	Second	Vote

h. Discussion on Presentation of High School Diplomas
Dr. Sherry Dorathy will share information regarding this with the Governing Board.

Motion	Second	Vote

i. Consideration and Action on IGA between Miami USD and Vail USD for beyond textbooks:
(see attached)

Motion	Second	Vote

j. Consideration and Action on Revised FY2013 Budget
Attached is a revised copy of the 2013 Budget for Board approval

Motion	Second	Vote

I. Personnel

a. Consideration and Action on Volunteer:
Administration requests approval of the following Volunteer
Paul Buck – MHS Band Program

Motion	Second	Vote

b. Consideration and Action on Substitute for the 2013/2014 School year:
Administration requests approval of the following Substitute:
Edwin H Balch Jr. - E

Motion	Second	Vote

c. Consideration and Action on Supplemental Contracts:
Ellen Beydler & Ruth Johnson – Dr. Charles Bejarano - $2,519.00 each
Race to the Top funds are now available to pay stipends for assessment management.
Administration is requesting these grant funds be paid:
Ken Griego – MHS Assistant Boys Soccer Coach - $1,675.00

Motion	Second	Vote

d. Consideration and Action on 301 Shortfall Money:
Dr. Sherry Dorathy will be available to give specifics

_____	_____	_____
Motion	Second	Vote

e. Consideration and Action on Classified Work Agreement:
??? – MHS Custodian - $

_____	_____	_____
Motion	Second	Vote

Adjournment

*Executive Session A.R.S. § 38-431.03(A) – Any and/or all items on this agenda (1.) for the purpose of discussions or considerations of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee. In accordance with the law, any such discussion or consideration shall occur in the public meeting upon the demand of the administrator, with the exception of salary discussions.
*The Board may vote to hold an executive session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with its attorney on any matter listed on the agenda. The Board's attorney may appear in person or telephonically.

ARIZONA REVISED STATUTES REFERENCES FOR SCHOOL DISTRICT OVERRIDE ELECTIONS

15-481. Override election; budget increases; notice; ballot; effect

A. If a proposed budget of a school district exceeds the aggregate budget limit for the budget year, at least ninety days before the proposed election the governing board shall order an override election to be held on the first Tuesday following the first Monday in November as prescribed by section 16-204, subsection B, paragraph 1, subdivision (d) for the purpose of presenting the proposed budget to the qualified electors of the school district who by a majority of those voting either shall affirm or reject the budget. At the same time as the order of the election, the governing board shall publicly declare the deadline for submitting arguments, as set by the county school superintendent pursuant to subsection B, paragraph 9 of this section, to be submitted in the informational report and shall immediately post the deadline in a prominent location on the district's website. In addition, the governing board shall prepare an alternate budget that does not include an increase in the budget of more than the amount permitted as provided in section 15-905. If the qualified electors approve the proposed budget, the governing board of the school district shall follow the procedures prescribed in section 15-905 for adopting a budget that includes the authorized increase. If the qualified electors disapprove the proposed budget, the governing board shall follow the procedures prescribed in section 15-905 for adopting a budget that does not include the proposed increase or the portion of the proposed increase that exceeds the amount authorized by a previously approved budget increase as prescribed in subsection P of this section.

B. The county school superintendent shall prepare an informational report on the proposed increase in the budget and a sample ballot and, at least forty days prior to the election, shall transmit the report and the sample ballot to the governing board of the school district. The governing board, upon receipt of the report and the ballot, shall mail or distribute the report and the ballot to the households in which qualified electors reside within the school district at least thirty-five days prior to the election. Any distribution of material concerning the proposed increase in the budget shall not be conducted by children enrolled in the school district. The report shall contain the following information:

1. The date of the election.
2. The voter's polling place and the times it is open.
3. The proposed total increase in the budget that exceeds the amount permitted pursuant to section 15-905.
4. The total amount of the current year's budget, the total amount of the proposed budget and the total amount of the alternate budget.
5. If the override is for a period of more than one year, a statement indicating the number of years the proposed increase in the budget would be in effect and the percentage of the school district's revenue control limit that the district is requesting for the future years.
6. The proposed total amount of revenues that will fund the increase in the budget and the amount that will be obtained from a levy of taxes upon the taxable property within the school district for the first year for which the budget increase was adopted.
7. The proposed amount of revenues that will fund the increase in the budget and that will be obtained from other than a levy of taxes upon the taxable property within the school district for the first year for which the budget increase was adopted.
8. The dollar amount and the purpose for which the proposed increase in the budget is to be expended for the first year for which the budget increase was adopted.
9. At least two arguments, if submitted, but no more than ten arguments for and two arguments, if submitted, but no more than ten arguments against the proposed increase in the budget. The arguments shall be in a form prescribed by the county school superintendent, and each argument shall not exceed two hundred words. Arguments for the proposed increase in the budget shall be provided in writing and signed by the governing board. If submitted, additional arguments in favor of the proposed increase in the budget shall be provided in

writing and signed by those in favor. Arguments against the proposed increase in the budget shall be provided in writing and signed by those in opposition. The names of persons and entities submitting written arguments shall be included in the report. The county school superintendent shall review all factual statements contained in the written arguments and correct any inaccurate statements of fact. The superintendent shall not review and correct any portion of the written arguments that are identified as statements of the author's opinion. The county school superintendent shall make the written arguments available to the public as provided in title 39, chapter 1, article 2. A deadline for submitting arguments to be included in the informational report shall be set by the county school superintendent.
10. A statement that the alternate budget shall be adopted by the governing board if the proposed budget is not adopted by the qualified electors of the school district.
11. The current limited property value and the net assessed valuation provided by the department of revenue, the first year tax rate for the proposed override and the estimated amount of the secondary property taxes if the proposed budget is adopted for each of the following:
(a) An owner-occupied residence whose assessed valuation is the average assessed valuation of property classified as class three, as prescribed by section 42-12003 for the current year in the school district.
(b) An owner-occupied residence whose assessed valuation is one-half of the assessed valuation of the residence in subdivision (a) of this paragraph.
(c) An owner-occupied residence whose assessed valuation is twice the assessed valuation of the residence in subdivision (a) of this paragraph.
(d) A business whose assessed valuation is the average of the assessed valuation of property classified as class one, as prescribed by section 42-12001, paragraphs 12 and 13 for the current year in the school district.
12. If the election is conducted pursuant to subsection L or M of this section, the following information:
(a) An executive summary of the school district's most recent capital improvement plan submitted to the school facilities board.
(b) A complete list of each proposed capital improvement that will be funded with the budget increase and a description of the proposed cost of each improvement, including a separate aggregation of capital improvements for administrative purposes as defined by the school facilities board.
(c) The tax rate associated with each of the proposed capital improvements and the estimated cost of each capital improvement for the owner of a single family home that is valued at eighty thousand dollars.
C. For the purpose of this section, the school district may use its staff, equipment, materials, buildings or other resources only to distribute the informational report at the school district office or at public hearings and to produce such information as required in subsection B of this section, provided that nothing in this subsection shall preclude school districts from holding or participating in any public hearings at which testimony is given by at least one person for the proposed increase and one person against the proposed increase. Any written information provided by the district pertaining to the override election shall include financial information showing the estimated first year tax rate for the proposed budget override amount.
D. If any amount of the proposed increase will be funded by a levy of taxes in the district, the election prescribed in subsection A of this section shall be held on the first Tuesday following the first Monday in November as prescribed by section 16-204, subsection B, paragraph 1, subdivision (d). If the proposed increase will be fully funded by revenues from other than a levy of taxes, the elections prescribed in subsection A of this section shall be held on any date prescribed by section 16-204. The elections shall be conducted as nearly as practicable in the manner prescribed in article 1 of this chapter, sections 15-422 through 15-424 and section 15-426, relating to special elections, except that:
1. The notices required pursuant to section 15-403 shall be posted not less than twenty-five days before the election.
2. Ballots shall be counted pursuant to title 16, chapter 4, article 10.
E. If the election is to exceed the revenue control limit and if the proposed increase will be fully funded by a levy of taxes upon the taxable property within the school district, the ballot shall contain the words "budget increase,

yes" and "budget increase, no", and the voter shall signify his desired choice. The ballot shall also contain the amount of the proposed increase of the proposed budget over the alternate budget, a statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection P of this section and the following statement:

Any budget increase authorized by this election shall be entirely funded by a levy of taxes upon the taxable property within this school district for the year for which adopted and for ____ subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in article IX, section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed increase in the school district's budget would require an estimated tax rate of _____ dollar per one hundred dollars of net assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate which will be levied to fund the school district's revenue control limit allowed by law.

F. If the election is to exceed the revenue control limit and if the proposed increase will be fully funded by revenues from other than a levy of taxes upon the taxable property within the school district, the ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice. The ballot shall also contain:

1. The amount of the proposed increase of the proposed budget over the alternate budget.
2. A statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection P of this section.
3. The following statement:

Any budget increase authorized by this election shall be entirely funded by this school district with revenues from other than a levy of taxes on the taxable property within the school district for the year for which adopted and for _____ subsequent years and shall not be realized from monies furnished by the state.

G. Except as provided in subsection H of this section, the maximum budget increase that may be requested and authorized as provided in subsection E or F of this section or the combination of subsections E and F of this section is fifteen per cent of the revenue control limit as provided in section 15-947, subsection A for the budget year. If a school district requests an override pursuant to section 15-482 or to continue with a budget override pursuant to section 15-482 for pupils in kindergarten programs and grades one through three that was authorized before December 31, 2008, the maximum budget increase that may be requested and authorized as provided in subsection E or F of this section or the combination of subsections E and F of this section is ten per cent of the revenue control limit as provided in section 15-947, subsection A for the budget year.

H. Special budget override provisions for school districts with a student count of less than one hundred fifty-four in kindergarten programs and grades one through eight or with a student count of less than one hundred seventy-six in grades nine through twelve are as follows:

1. The maximum budget increase that may be requested and authorized as provided in subsections E and F of this section is the greater of the amount prescribed in subsection G of this section or a limit computed as follows:

(a) For common or unified districts with a student count of less than one hundred fifty-four in kindergarten programs and grades one through eight, the limit computed as prescribed in item (i) or (ii) of this subdivision, whichever is appropriate:

(i)

Student Count		Student Count Limit		Small School Support Level Weight for Small Isolated School Districts		Base Level		Phase Down Reduction Factor
____	-	125	x	1.358 + (0.0005 x (500 - Student Count))	x	$_____	=	$_____

Phase Down Phase Down Small Isolated School District

Base		Reduction Factor		Elementary Limit
$150,000	-	$_____	=	$

(ii)

Student Count		Student Count Limit	Small School Support Level Weight for Small School Districts		Base Level	Phase Down Reduction Factor
____	-	125	x 1.278 + (0.0003 x (500 - Student Count))	x	$_____	= $_____

Phase Down Base		Phase Down Reduction Factor		Small School District Elementary Limit
$150,000	-	$_____	=	$

(b) For unified or union high school districts with a student count of less than one hundred seventy-six in grades nine through twelve, the limit computed as prescribed in item (i) or (ii) of this subdivision, whichever is appropriate:

(i)

Student Count		Student Count Limit	Small School Support Level Weight for Small Isolated School Districts		Base Level	Phase Down Reduction Factor
____	-	100	x 1.468 + (0.0005 x (500 - Student Count))	x	$_____	= $_____

Phase Down Base		Phase Down Reduction Factor		Small Isolated District Secondary Limit
$350,000	-	$_____	=	$

(ii)

Student Count		Student Count Limit	Small School Support Level Weight for Small School Districts		Base Level	Phase Down Reduction Factor
____	-	100	x 1.398 + (0.0004 x (500 - Student Count))	x	$_____	= $

Phase Down Base		Phase Down Reduction Factor		Small School District Secondary Limit
$350,000	-	$_____	=	$

(c) If both subdivisions (a) and (b) of this paragraph apply to a unified school district, its limit for the purposes of this paragraph is the combination of its elementary limit and its secondary limit.

(d) If only subdivision (a) or (b) of this paragraph applies to a unified school district, the district's limit for the purposes of this paragraph is the sum of the limit computed as provided in subdivision (a) or (b) of this paragraph plus ten per cent of the revenue control limit attributable to those grade levels that do not meet the eligibility requirements of this subsection. If a school district budgets monies outside the revenue control limit pursuant to section 15-949, subsection E, the district's limit for the purposes of this paragraph is only the ten per cent of the revenue control limit attributable to those grade levels that are not included under section 15-949, subsection E. For the purposes of this subdivision, the revenue control limit is separated into elementary and

secondary components based on the weighted student count as provided in section 15-971, subsection B, paragraph 2, subdivision (a).
2. If a school district utilizes this subsection to request an override of more than one year, the ballot shall include an estimate of the amount of the proposed increase in the future years in place of the statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, as prescribed in subsections E and F of this section.
3. Notwithstanding subsection P of this section, the maximum period of an override authorized pursuant to this subsection is five years.
4. Subsection P, paragraphs 1 and 2 of this section do not apply to overrides authorized pursuant to this subsection.
I. If the election is to exceed the revenue control limit as provided in section 15-482 and if the proposed increase will be fully funded by a levy of taxes on the taxable property within the school district, the ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice. The ballot shall also contain the amount of the proposed increase of the budget over the alternate budget, a statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection Q of this section, and the following statement:
Any budget increase authorized by this election shall be entirely funded by a levy of taxes on the taxable property within this school district for the year for which adopted and for _____ subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in article IX, section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed increase in the school district's budget which will be funded by a levy of taxes upon the taxable property within this school district would require an estimated tax rate of _____ dollar per one hundred dollars of net assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate that will be levied to fund the school district's revenue control limit allowed by law.
J. If the election is to exceed the revenue control limit as provided in section 15-482 and if the proposed increase will be fully funded by revenues other than a levy of taxes on the taxable property within the school district, the ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice. The ballot shall also contain the amount of the proposed increase of the proposed budget over the alternate budget, a statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection Q of this section and the following statement:
Any budget increase authorized by this election shall be entirely funded by this school district with revenues from other than a levy of taxes on the taxable property within the school district for the year for which adopted and for _____ subsequent years and shall not be realized from monies furnished by the state.
K. The maximum budget increase that may be requested and authorized as provided in subsection I or J of this section, or a combination of both of these subsections, is five per cent of the revenue control limit as provided in section 15-947, subsection A for the budget year. For a common school district not within a high school district or a common school district within a high school district that offers instruction in high school subjects as provided in section 15-447, five per cent of the revenue control limit means five per cent of the revenue control limit attributable to the weighted student count in preschool programs for children with disabilities, kindergarten programs and grades one through eight as provided in section 15-971, subsection B. For a unified school district, five per cent of the revenue control limit means five per cent of the revenue control limit attributable to the weighted student count in preschool programs for children with disabilities, kindergarten programs and grades one through twelve. For a union high school district, five per cent of the revenue control limit means five per cent of the revenue control limit attributable to the weighted student count in grades nine through twelve.

L. If the election is to exceed district additional assistance and if the proposed increase will be fully funded by a levy of taxes upon the taxable property within the school district, the ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice. An election held pursuant to this subsection shall be held on the first Tuesday after the first Monday of November. The ballot shall also contain the amount of the proposed increase of the proposed budget over the alternate budget and the following statement:

Any budget increase authorized by this election shall be entirely funded by a levy of taxes upon the taxable property within this school district for the year in which adopted and for _____ subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in article IX, section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed increase in the school district's budget would require an estimated tax rate of _____ dollar per one hundred dollars of net assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate which will be levied to fund the school district's district additional assistance allowed by law.

M. If the election is to exceed district additional assistance and if the proposed increase will be fully funded by revenues from other than a levy of taxes upon the taxable property within the school district, the ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice. An election held pursuant to this subsection shall be held on the first Tuesday after the first Monday of November. The ballot shall also contain the amount of the proposed increase of the proposed budget over the alternate budget and the following statement:

Any budget increase authorized by this election shall be entirely funded by this school district with revenues from other than a levy of taxes on the taxable property within the school district for the year in which adopted and for _____ subsequent years and shall not be realized from monies furnished by the state.

N. If the election is to exceed a combination of the revenue control limit as provided in subsection E or F of this section, the revenue control limit as provided in subsection I or J of this section or district additional assistance as provided in subsection L or M of this section, the ballot shall be prepared so that the voters may vote on each proposed increase separately and shall contain statements required in the same manner as if each proposed increase were submitted separately.

O. If the election provides for a levy of taxes on the taxable property within the school district, at least thirty days prior to the election, the department of revenue shall provide the school district governing board and the county school superintendent with the current net assessed valuation of the school district. The governing board and the county school superintendent shall use the current net assessed valuation of the school district to translate the amount of the proposed dollar increase in the budget of the school district over that allowed by law into a tax rate figure.

P. If the voters in a school district vote to adopt a budget in excess of the revenue control limit as provided in subsection E or F of this section, any additional increase shall be included in the aggregate budget limit for each of the years authorized. Any additional increase shall be excluded from the determination of equalization assistance. The school district governing board, however, may levy on the net assessed valuation used for secondary property tax purposes of the property in the school district the additional increase if adopted under subsection E of this section for the period of one year, two years or five through seven years as authorized. If an additional increase is approved as provided in subsection F of this section, the school district governing board may only use revenues derived from the school district's prior year's maintenance and operation fund ending cash balance to fund the additional increase. If a budget increase was previously authorized and will be in effect for the budget year or budget year and subsequent years, as provided in subsection E or F of this section, the governing board may request a new budget increase as provided in the same subsection under which the prior budget increase was adopted, which shall not exceed the maximum amount permitted under subsection G of this section. If the voters in the school district authorize the new budget increase amount, the existing budget increase no longer is in effect. If the voters in the school district do not authorize the budget increase amount,

the existing budget increase remains in effect for the time period for which it was authorized. The maximum additional increase authorized as provided in subsection E or F of this section and the additional increase that is included in the aggregate budget limit is based on a percentage of a school district's revenue control limit in future years, if the budget increase is authorized for more than one year. If the additional increase:
1. Is for two years, the proposed increase in the second year is equal to the initial proposed percentage increase.
2. Is for five years or more, the proposed increase is equal to the initial proposed percentage increase in the following years of the proposed increase, except that in the next to last year it is two-thirds of the initial proposed percentage increase and it is one-third of the initial proposed percentage increase in the last year of the proposed increase.
Q. If the voters in a school district vote to adopt a budget in excess of the revenue control limit as provided in subsection I or J of this section, any additional increase shall be included in the aggregate budget limit for each of the years authorized. Any additional increase shall be excluded from the determination of equalization assistance. The school district governing board, however, may levy on the net assessed valuation used for secondary property tax purposes of the property in the school district the additional increase if adopted under subsection I of this section for the period of one year, two years or five through seven years as authorized. If an additional increase is approved as provided in subsection J of this section, the increase may only be budgeted and expended if sufficient monies are available in the maintenance and operation fund of the school district. If a budget increase was previously authorized and will be in effect for the budget year or budget year and subsequent years, as provided in subsection I or J of this section, the governing board may request a new budget increase as provided in the same subsection under which the prior budget increase was adopted that does not exceed the maximum amount permitted under subsection K of this section. If the voters in the school district authorize the new budget increase amount, the existing budget increase no longer is in effect. If the voters in the school district do not authorize the budget increase amount, the existing budget increase remains in effect for the time period for which it was authorized. The maximum additional increase authorized as provided in subsection I or J of this section and the additional increase that is included in the aggregate budget limit is based on a percentage of a school district's revenue control limit in future years, if the budget increase is authorized for more than one year. If the additional increase:
1. Is for two years, the proposed increase in the second year is equal to the initial proposed percentage increase.
2. Is for five years or more, the proposed increase is equal to the initial proposed percentage increase in the following years of the proposed increase, except that in the next to last year it is two-thirds of the initial proposed percentage increase and it is one-third of the initial proposed percentage increase in the last year of the proposed increase.
R. If the voters in a school district vote to adopt a budget in excess of district additional assistance as provided in subsection L of this section, any additional increase shall be included in the aggregate budget limit for each of the years authorized. The additional increase shall be excluded from the determination of equalization assistance. The school district governing board, however, may levy on the net assessed valuation used for secondary property tax purposes of the property in the school district the additional increase for the period authorized but not to exceed ten years. For overrides approved by a vote of the qualified electors of the school district at an election held from and after October 31, 1998, the period of the additional increase prescribed in this subsection shall not exceed seven years for any capital override election.
S. If the voters in a school district vote to adopt a budget in excess of district additional assistance as provided in subsection M of this section, any additional increase shall be included in the aggregate budget limit for each of the years authorized. The additional increase shall be excluded from the determination of equalization assistance. The school district governing board may only use revenues derived from the school district's prior year's maintenance and operation fund ending cash balance and capital outlay fund ending cash balance to fund the additional increase for the period authorized but not to exceed ten years. For overrides approved by a vote of the qualified electors of the school district at an election held from and after October 31, 1998, the period of

the additional increase prescribed in this subsection shall not exceed seven years for any capital override election.
T. In addition to subsections P and S of this section, from the maintenance and operation fund and capital outlay fund ending cash balances, the school district governing board shall first use any available revenues to reduce its primary tax rate to zero and shall use any remaining revenues to fund the additional increase authorized as provided in subsections F and M of this section.
U. If the voters in a school district disapprove the proposed budget, the alternate budget that, except for any budget increase authorized by a prior election, does not include an increase in the budget in excess of the amount provided in section 15-905 shall be adopted by the governing board as provided in section 15-905.
V. The governing board may request that any override election be cancelled if any change in chapter 9 of this title changes the amount of the aggregate budget limit as provided in section 15-905. The request to cancel the override election shall be made to the county school superintendent at least eighty days prior to the date of the scheduled override election.
W. For any election conducted pursuant to subsection L or M of this section:
1. The ballot shall include the following statement in addition to any other statement required by this section: The capital improvements that are proposed to be funded through this override election are to exceed the state standards and are in addition to monies provided by the state.
_____ school district is proposing to increase its budget by $_____ to fund capital improvements over and above those funded by the state. Under the students first capital funding system, _____ school district is entitled to state monies for new construction and renovation of school buildings in accordance with state law.
2. The ballot shall contain the words "budget increase, yes" and "budget increase, no", and the voter shall signify the voter's desired choice.
3. At least eighty-five days before the election, the school district shall submit proposed ballot language to the director of the Arizona legislative council. The director of the Arizona legislative council shall review the proposed ballot language to determine whether the proposed ballot language complies with this section. If the director of the Arizona legislative council determines that the proposed ballot language does not comply with this section, the director, within ten calendar days of the receipt of the proposed ballot language, shall notify the school district of the director's objections and the school district shall resubmit revised ballot language to the director for approval.
X. If the voters approve the budget increase pursuant to subsection L or M of this section, the school district shall not use the override proceeds for any purposes other than the proposed capital improvements listed in the publicity pamphlet, except that up to ten per cent of the override proceeds may be used for general capital expenses, including cost overruns of proposed capital improvements.
Y. Each school district that currently increases its budget pursuant to this section is required to hold a public meeting each year between September 1 and October 31 at which an update of the programs or capital improvements financed through the override is discussed and at which the public is permitted an opportunity to comment and:
1. If the increase is pursuant to subsection L or M of this section, at a minimum, the update shall include the progress of capital improvements financed through the override, a comparison of the current status and the original projections on the construction of capital improvements, the costs of capital improvements and the costs of capital improvements in progress or completed since the prior meeting and the future capital plans of the school district. The school district shall include in the public meeting a discussion of the school district's use of state capital aid and voter-approved bonding in funding capital improvements, if any.
2. If the increase is pursuant to subsection E, F, I or J of this section, the update shall include at a minimum the amount expended in the previous fiscal year and the amount included in the current budget for each of the purposes listed in the informational report prescribed by subsection B of this section.

Z. If a budget in excess of district additional assistance was previously adopted by the voters in a school district and will be in effect for the budget year or budget year and subsequent years, as provided in subsection L or M of this section, the governing board may request an additional budget in excess of district additional assistance. If the voters in a school district authorize the additional budget in excess of district additional assistance, the existing district additional assistance budget increase remains in effect.
AA. Notwithstanding any other law, the maximum budget increase that may be authorized pursuant to subsection L or M of this section is ten per cent of the school district's revenue control limit.
BB. If the election is to continue to exceed the revenue control limit and if the proposed override will be fully funded by a continuation of a levy of taxes on the taxable property in the school district, the ballot shall contain the words "budget override continuation, yes" and "budget override continuation, no", and the voter shall signify the voter's desired choice. The ballot shall also contain the amount of the proposed continuation of the budget increase of the proposed budget over the alternate budget, a statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection P of this section and the following statement:
Any budget increase continuation authorized by this election shall be entirely funded by a levy of taxes on the taxable property in this school district for the year for which adopted and for ____ subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in article IX, section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed continuation of the increase in the school district's budget would require an estimated continuation of a tax rate of _____ dollar per one hundred dollars of assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate that will be levied to fund the school district's revenue control limit allowed by law.
CC. If the election is to continue to exceed the revenue control limit as provided in section 15-482 and if the proposed override will be fully funded by a continuation of a levy of taxes on the taxable property in the school district, the ballot shall contain the words "budget override continuation, yes" and "budget override continuation, no", and the voter shall signify the voter's desired choice. The ballot shall also contain the amount of the proposed continuation of the budget increase of the proposed budget over the alternate budget, a statement that the amount of the proposed increase will be based on a percentage of the school district's revenue control limit in future years, if applicable, as provided in subsection P of this section and the following statement:
Any budget increase continuation authorized by this election shall be entirely funded by a levy of taxes on the taxable property in this school district for the year for which adopted and for ____ subsequent years, shall not be realized from monies furnished by the state and shall not be subject to the limitation on taxes specified in article IX, section 18, Constitution of Arizona. Based on the current net assessed valuation used for secondary property tax purposes, to fund the proposed continuation of the increase in the school district's budget would require an estimated continuation of a tax rate of _____ dollar per one hundred dollars of net assessed valuation used for secondary property tax purposes and is in addition to the school district's tax rate that will be levied to fund the school district's revenue control limit allowed by law.

16-642. Canvass of election; postponements
A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.
B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

15-493. Canvass of votes; certification of result

The official returns shall be delivered to the county board of supervisors or the appropriate county elections officer. Within thirty days after the election, the county board of supervisors or the county elections officer shall canvass the results of the election and shall file duplicate copies of the certificate of the result of the election with the clerk of the board of supervisors and with the governing board of the school district.

16-672. Contest of state election; grounds; venue

A. Any elector of the state may contest the election of any person declared elected to a state office, or declared nominated to a state office at a primary election, or the declared result of an initiated or referred measure, or a proposal to amend the Constitution of Arizona, or other question or proposal submitted to vote of the people, upon any of the following grounds:

1. For misconduct on the part of election boards or any members thereof in any of the counties of the state, or on the part of any officer making or participating in a canvass for a state election.
2. That the person whose right to the office is contested was not at the time of the election eligible to the office.
3. That the person whose right is contested, or any person acting for him, has given to an elector, inspector, judge or clerk of election, a bribe or reward, or has offered such bribe or reward for the purpose of procuring his election, or has committed any other offense against the elective franchise.
4. On account of illegal votes.
5. That by reason of erroneous count of votes the person declared elected or the initiative or referred measure, or proposal to amend the constitution, or other question or proposal submitted, which has been declared carried, did not in fact receive the highest number of votes for the office or a sufficient number of votes to carry the measure, amendment, question or proposal.

B. The contest may be brought in the superior court of the county in which the person contesting resides or in the superior court of Maricopa county.

C. In a contest of the election of a person declared elected to a state office or of an initiated or referred measure, constitutional amendment, or other question or proposal, which has been declared carried, the attorney general may intervene, and upon demand, the place of trial of the contest shall be changed to Maricopa county, if commenced in another county.

ARF-2281 **Regular Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Shannon Coons, Fiscal Services Manager, Public Works Division
Department:	Public Works Division	Division:	Recycling & Landfill Management
Fiscal Year:	2013-2014	Budgeted?:	No
Contract Dates Begin & End:	none	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

FY 2013-2014 Budgetary Line Item Transfer Request for Russell Gulch Landfill

Background Information

On July 16, 2013, the Board of Supervisors adopted the final 2013-2014 fiscal year (FY) budget for Gila County. At that time the Recycle/Landfill Department had planned to transfer $100,000 of tipping fee money from the Recycling & Landfill Management fund into the Russell Gulch Expansion Reserve fund.

On November 5, 2013, the Board authorized wastewater treatment plant sludge to be deposited at Gila County landfills in accordance with strict guidelines of the Arizona Department of Environmental Quality (ADEQ) and federal regulations. Our consultant, Atwell, LLC, has guided us through the maze of strict regulations.

The acceptance of the sludge has created additional unplanned revenues for this year.

Evaluation

Since the initial wastewater treatment plant sludge has come to the Russell Gulch Landfill and created additional revenue, we feel it to be a prudent move to transfer these funds into the Russell Gulch Expansion Reserve fund. This would postpone the necessary fee increase for the expansion of the Russell Gulch Landfill. The plan to increase tipping fees gradually to pay for the landfill expansion has not been implemented due to economic downturns. However, it must be done at some point to keep the landfills open and this additional revenue will help to secure the landfill expansions.

Conclusion

The Board of Supervisors is being asked to allow an amount over $100,000 to be transferred between FY 2013-2014 Gila County Budget line items this one time in order to allow the transfer of $300,000 of Recycling & Landfill Management funds (fund number 6850.341.436) to Russell Gulch Expansion Reserve funds (fund number 6855.341) to accommodate the non-planned revenue created by the contracts for wastewater treatment plant sludge brought into the Russell Gulch Landfill.

Recommendation

The Director of Public Works recommends that the Board of Supervisors allow an amount that exceeds $100,000 to be transferred between FY 2013-2014 budgeted Gila County Recycling & Landfill funds and Russell Gulch Expansion Reserve funds to accommodate the non-planned revenue created by the contracts for wastewater treatment plant sludge that has been deposited at the Russell Gulch Landfill.

Suggested Motion

Information/Discussion/Action to allow an amount over $100,000 to be transferred between FY 2013-2014 Gila County budgeted funds this one time in order to allow the transfer of $300,000 of Recycling & Landfill Management revenue (fund number 6850.341.436) to the Russell Gulch Expansion Reserve fund (fund number 6855.341) to accommodate the non-planned revenue created by the contracts for wastewater treatment plant sludge brought into the Russell Gulch Landfill. **(Steve Stratton)**

Attachments

Adopted FY2014 Budget 7-16-2013

Current example of funds for transfer

Gila County Arizona

FUND	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>
GENERAL FUND				
1008 Health Services	$	$	$	596,620
1009 Rabies Control				307,355
2000 Housing				50,000
2001 CAP				x
3001 Drug Gang Violent Crime Control				68,029
3061 Sheriff BLESF Program				x
4187 Globe Safe School				x
4501 Law Library Fund				61,172
4502 Conciliation Court Fund				27,100
4503 Payson Court Commissioner				x
4555 Drug Enforcement				x
4556 Field Trainer				x
5520 Spec School Reserve Agency				2,500
6010 Library Assistance				50,000
1007 Capital Improvements				x
1124 Superior & JP Crts Security				492,810
6880 Facilities - Bldg/Land				1,177,998
6880 Facilities - Sheriff				311,019
1115.106.960 Natural Resources				220,000
1115.201.940 Financial Syst Upgrade				100,000
1115.101.945 Public Info Transparency				5,000
1115.101.955 Economic Develop				125,000
1115.201.941 Community College				250,000
1115.107.950 Wage Study/Plan/Impl				1,479,325
1005.201.355 Debt Service				628,150
1003 CIP Reserve from 1005 GF			3,100,000	
1005 GF to 1003 CIP Reserve				100,000
1005 GF to 1004 Rainy Day				3,000,000
Total General Fund	$	$	$ 3,100,000	$ 9,052,078
SPECIAL REVENUE FUNDS				
1008 Health Services	$	$	$ 596,620	
1009 Rabies Control			307,355	
1124 Superior & JP Crts Security			492,810	
2000 Housing			50,000	
2001 CAP			x	
3001 Drug Gang Violent Crime Control			68,029	
3061 Sheriff BLESF Program			x	
4187 Globe Safe School			27,100	
4501 Law Library Fund			61,172	
4502 Conciliation Court Fund			x	
4503 Payson Court Commissioner			x	
4555 Drug Enforcement			x	
4556 Field Trainer			x	
4740 Globe JP Court Surcharge				30,000
5520 Spec School Reserve Agency			2,500	
6010 Library Assistance			50,000	
6510 1/2 Cent Transp Excise				1,304,518
6511 Tonto Creek Bridge			476,499	
6513 Intergovernmental Agreeements			318,800	
6593 TE Sidewalks Sixshoot			25,000	
6594 TE Sidewalks Main			25,000	
6855 Russell Gulch Expansion			100,000	
Total Special Revenue Funds	$	$	$ 2,600,885	1,334,518
DEBT SERVICE FUNDS				
1005.201.355 Debt Service	$	$	$ 628,150	$
Total Debt Service Funds	$	$	$ 628,150	$
CAPITAL PROJECTS FUNDS				
1007.341.817 Pine/Strawberry Shelters	$	$	$ 58,894	$
1007.341.818 Broad St Project			400,325	
1007.341.882 JP Crt Inter Remodel			30,000	
1115.106.960 Natural Resources			220,000	
1115.201.940 Financial Syst Upgrade			100,000	
1115.101.945 Public Info Transparency			5,000	
1115.101.955 Economic Develop			125,000	
1115.201.941 Community College			250,000	
1115.107.950 Wage Study/Plan/Impl			1,479,325	
Total Capital Projects Funds	$	$	$ 2,668,544	$
PERMANENT FUNDS				
6880 Facilities - Bldg/Land	$	$	$ 1,177,998	$
6880 Facilities - Sheriff			311,019	
Total Permanent Funds	$	$	$ 1,489,017	$
ENTERPRISE FUNDS				
6850.341.430	$	$	$	$ 100,000
Total Enterprise Funds	$	$	$	$ 100,000
TOTAL ALL FUNDS	$	$	$ 10,486,596	$ 10,486,596

*****Gila County*****

Detail General Ledger Report

From Date: 11/1/2013 - To Date: 12/31/2013

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number: 6850.341.436_3415.10 Charges for services sanitation Landfill charges Globe/Miami								Balance To Date:	($216,978.01)
11/4/2013	2014-00001580	JE	GL	Constituent Srvs to pay for landfill fees for remodel in Miami	sallison			$154.70	($217,132.71)
11/4/2013	2014-00001673	JE	RA	Revenue Collection Payment Post	Collections			$39,405.98	($256,538.69)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000736	2014-00000088	Landfill Fees various for September 2013			108006			11/4/2013	$39,405.98
							Total:		$39,405.98
11/27/2013	2014-00001885	JE	RA	Revenue Collection Payment Post	Collections			$1,527.00	($258,065.69)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000885	2014-00000107	Recycling and Landfill Paper VISTA for November 2013			108233			11/27/2013	$2,741.00
							Total:		$2,741.00
11/27/2013	2014-00001885	JE	RA	Revenue Collection Payment Post	Collections			$33,097.42	($291,163.11)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000886	2014-00000107	Recycling and Landfill Management Fees for October 2013			108234			11/27/2013	$33,097.42
							Total:		$33,097.42
			Month Total:	November 2013			$0.00	$74,185.10	($291,163.11)
12/3/2013	2014-00001984	JE	RA	Revenue Collection Payment Post	Collections			$41,191.84	($332,354.95)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000913	2014-00000109	Recycling and Landfill Management various fees for October 2013			108282			12/3/2013	$72,732.10
							Total:		$72,732.10
12/5/2013	2014-00001993	JE	RA	Revenue Collection Payment Post	Collections			$612.00	($332,966.95)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000918	2014-00000111	Recycling and Landfill Management VISTA paper and plastic recycle for November 2013			108306			12/5/2013	$2,490.30
							Total:		$2,490.30
12/5/2013	2014-00001993	JE	RA	Revenue Collection Payment Post	Collections			$505.80	($333,472.75)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000918	2014-00000111	Recycling and Landfill Management VISTA paper and plastic recycle for November 2013			108306			12/5/2013	$2,490.30
							Total:		$2,490.30
12/12/2013	2014-00002065	JE	RA	Revenue Collection Payment Post	Collections			$45,159.87	($378,632.62)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000972	2014-00000116	Recycling and Landfill Management Freeport McMoran December 2013			108380			12/12/2013	$45,159.87
							Total:		$45,159.87

*****Gila County*****

Detail General Ledger Report

From Date: 11/1/2013 - To Date: 12/31/2013

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number: 6850.341.436_3415.10 Charges for services sanitation Landfill charges Globe/Miami								Balance To Date:	($216,978.01)
12/17/2013	2014-00002162	JE	RA	Revenue Collection Payment Post	Collections			$1,659.00	($380,291.62)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00001005	2014-00000119	Recycling and Landfill Managment VIST for December 2013			108425			12/17/2013	$3,489.00
							Total:		$3,489.00
12/17/2013	2014-00002162	JE	RA	Revenue Collection Payment Post	Collections			$549.00	($380,840.62)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00001005	2014-00000119	Recycling and Landfill Managment VIST for December 2013			108425			12/17/2013	$3,489.00
							Total:		$3,489.00
12/20/2013	2014-00002174	JE	RA	Revenue Collection Payment Post	Collections			$178,868.10	($559,708.72)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00001023	2014-00000122	Recycling and Landfill Freeport-McMoRan service fees			108463			12/20/2013	$178,868.10
							Total:		$178,868.10
12/20/2013	2014-00002174	JE	RA	Revenue Collection Payment Post	Collections			$1,051.50	($560,760.22)
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00001024	2014-00000122	Recycling and Landfill VISTA Recycle Paper for December 2013			108468			12/20/2013	$1,051.50
							Total:		$1,051.50
				Month Total:	December 2013		$0.00	$269,597.11	($560,760.22)
				Account Total:	Charges for services sanitation Landfill charges Globe/Miami		$0.00	$343,782.21	($560,760.22)
G/L Account Number: 6850.341.436_3900.96 Miscellaneous Expense Reclassification								Balance To Date:	$0.00
11/27/2013	2014-00001871	JE	GL	refund from empire for repair work	gvirgil		$690.00		$690.00
				Month Total:	November 2013		$690.00	$0.00	$690.00
12/4/2013	2014-00001985	JE	RA	Revenue Collection Payment Post	Collections			$690.00	$0.00
Receipt Number	Receipt Batch	Receipt Description			Received From			Payment Date	Amount
2014-00000921	2014-00000110	Empire Cat refund for prior services			108291			12/4/2013	$690.00
							Total:		$690.00
				Month Total:	December 2013		$0.00	$690.00	$0.00
				Account Total:	Miscellaneous Expense Reclassification		$690.00	$690.00	$0.00
				Program Total:	Russell Gulch Landfill		$690.00	$344,472.21	
				Department Total:	Public Works		$690.00	$344,472.21	
				Fund Total:	Recycling & Ldfl Mngmt		$690.00	$344,472.21	
				Grand Total:			**$690.00**	**$344,472.21**	

ARF-2300 **Regular Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	120 Calendar days after Notice to Proceed	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approve contract with Centennial Contractors Enterprises, Inc. for Security Entrance at Globe Courthouse.

Background Information

Steve Stratton, Public Works Division Director, is requesting approval of a contract with Centennial Contractors Enterprises, Inc. to construct a security entrance at the Courthouse in Globe. The Board of Supervisors approved a security plan in 2012 and this is Phase 3 of the project.

In order to improve security at the Gila County Courthouse a special entrance will be constructed at the existing front entrance to include a station for 2 security guards, a magnetometer and an x-ray machine. Entrance into the Courthouse by the public will be in the front through the door on the left, closest to the Recorder's Office, and employees will utilize the door on the right near the Treasurer's Office if they have key card access.

Evaluation

The Facilities Department has been in contact with the Mohave Educational Services Cooperative, Inc. (MESC), an Arizona cooperative purchasing organization, for help in securing a job order contracting (JOC) company that has handled this type of work before. Centennial Contractors Enterprises, Inc. specializes in the management and performance of job order contracts. Gila County is an active member of the MESC. MESC has issued Contract No. 09D-CENT-0902 to Centennial Contractors for JOC.

As a member of the MESC, Gila County has the opportunity to benefit from the pricing the Cooperative has obtained through a formal bid process, pursuant to the Arizona Procurement Code, A.R.S. title 41, Chapter 23 and its Rules, A.A.C. Title 2, Chapter 7. This saves Gila County time and money for a rate that has already been established through the MESC bidding process. Gila County has utilized the services of Centennial Contractors Enterprises, Inc. in the past and has found their work to be satisfactory.

Centennial's delivery order proposal and work plan shows that they are hiring some local contractors for electrical and flooring to work on this project. The construction duration for this project has been set for 120 calendar days, excluding inclement weather delays. The disruptive construction will be performed off-hours and access to the building will be maintained at all times. Construction duration does not include design review, permitting or submittal approval.

A drawing of the entrance has been included in the agenda attachments and will be a part of the contract package.

Conclusion

Our principle goal is to ensure the safety and welfare of the public and staff employees in our buildings. Centennial Contractors Enterprises, Inc. will be a responsible contractor to help us build the security entrance.

Recommendation

The Gila County Public Works Division Director recommends that the use of Mohave Educational Services Cooperative, Inc. Contract No. 09D-CENT-0902 with Centennial Contractors Enterprises, Inc., be approved.

Suggested Motion

Information/Discussion/Action to approve the use of Mohave Educational Services Cooperative, Inc. Contract No. 09D-CENT-0902 with Centennial Contractors Enterprises, Inc. in the amount of $61,943.62 for the security entrance at the Globe Courthouse. **(Steve Stratton)**

Attachments

Centennial Delivery Order Proposal and Work Plan

Courthouse SECOND FLOOR SECURED ENTRY drawing

Mohave Educational Services Cooperative Request For Proposal 09D-0716

Centennial Proposal to Mohave Educational Services Cooperative RFP 09D-0716

Centennial Open Book Pricing Description for MESC Contract No. 09D-CENT-0902

Mohave Educational Services Cooperative Award, Extensions and Amendments for RFP 09D-0716

Legal Explanation

Centennial
contractors enterprises, inc.

PROPOSAL
Contract: 09D-CENT-0902

Date: 1/7/2014 **CCE#:** 71860-0324

Title: Gila County Courthouse Front Security

Location: Globe, Arizona

ALTERNATE PRICING METHOD

Pricing Summary:

Item:		Amount:	% of total:
Direct costs:	$	34,980.00	56.47%
General Conditions:	$	15,698.48	25.34%
Tax (including TERO if required):	$	3,279.33	5.29%
Bond:	$	480.02	0.77%
CCE Corporate G&A:	$	3,750.21	6.05%
Profit:	$	3,755.58	6.06%
TOTAL:	$	61,943.62	100%

Total performance time required: 120 Calendar days after Notice to Proceed

Progress payments shall apply to this proposal for work in place and stored materials.

CENTENNIAL CONTRACTORS ENTERPRISES, INC.

Jared Lundy
Project Manager

Proposal price is valid for 60 days from date of issuance

3877 North 7th Street Suite 190 Phoenix, AZ 85014 www.cce-inc.com
office 602-230-9987 fax 602-230-2521

CENTENNIAL CONTRACTORS ENTERPRISES, INC.
JOC CONTRACT NO. 9D-CENT-0902
DELIVERY ORDER PROPOSAL
AND
WORK PLAN

Project: Front Security Gila County Courthouse **Date:** 01/07/2014
CCE #: 71860- 0324 **Location:** Globe, AZ
Estimated Construction Duration: 120 Calendar Days **Owner Rep:** Robert Hickman
(Excluding. Weather)
Description of Delivery Order: New Front Security Check Point

I. Scope of Work:

Design & Administration:
1. Perform site investigations & programming meetings to develop project requirements.
2. Administrate all bidding, preconstruction, construction, & project completion activities.
3. Coordinate all construction scheduling to complete project within contract duration.

Glass:
1. (Entrance Opening Size 23-7 x 11-2) Provide and Install new Dark Bronze Anodized Aluminum Storefront 2x4.5 (for 1" glass) including (1) pair of 3-0 x 7-0 narrow style aluminum storefront doors with 10" bottom rails. All glass to be 1" bronze insulated (tempered). All hardware to be manufactures standard.
2. (Exit Door Opening Size 13-2 x 11-2) Provide and Install new Dark Bronze Anodized Aluminum Storefront 2x4.5 (for 1" glass) including (1) pair of 3-0 x 7-0 narrow style aluminum storefront doors with 10" bottom rails. All glass to be 1" bronze insulated (tempered). All hardware to be manufactures standard.
3. (Window 4-0 x 3-0)Provide and Install new Dark Bronze Anodized Aluminum Storefront 2x4.5 (for 1" glass). Glass to be 1" bronze insulated (tempered)

General Trades:
1. Saw cut, demo, and dispose of existing concrete pad.
2. Form and Finish new concrete curb to support new store front glass.
3. Form and Finish new 4" concrete slab.
4. Provide and Install new metal stud wall. Exterior wall to have stucco finish, interior finished gypsum board. Exact color to be per owner approval.
5. Provide and Install new standing seam roof. Roof to tie into existing structure and provide coverage for security entryway.
6. Provide and Install new ceiling grid and 2'x4' ceiling tiles, approx. sq. footage to be 300 square feet. Lid Height to be 11'-2" Exact lid height to be determined in field. Ceiling Tiles to cover the entirety of the Front office area.

Flooring:
1. Provide and Install 300 Sq. Ft. of Mannington 12"x24" CityScape Tile.
2. Provide and Install Approx. 60 Linear feet of base.
3. All concrete to be prepped for flooring.

Electrical:
1. Provide and Install (1) 100 Amp Sub-Panel.
2. Provide and Install (4) 20 Amp Single Pole Breakers.
3. Provide and Install (1) 40 Amp 2-Pole Breaker.
4. Provide and Install 3 2'x2' LED Fixtures.
5. Provide and Install (3) LED Light Fixtures.
6. Provide and Install (1) Egress Emergency Light.
7. Provide and Install circuits as needed for new security equipment and ADA operators.

8. All miscellaneous materials including Wire, EMT Pipe, EMT Connectors, EMT Couplings, Wire Nuts, Etc. to be included within this scope of work.

Access Controls:

1. Provide and Install (2) Push Buttons for ADA access and Egress. (1) for entry door and (1) for exit door. (2) Total buttons including necessary programming, wiring, hardware, etc.

Assumptions & Clarifications:

1. This proposal is not valid after 60 days from the date listed above.
2. Construction crews will have full access to Site during normal working hours.
3. All disruptive construction will be performed off-hours.
4. Access to site will be maintained at all times.
5. There are no hazardous substances at the work site.
6. Construction duration does not include design review, permitting or submittal approval.
7. All building materials will be submitted for approval prior to material procurement.
8. All work not clearly defined on the drawings or in this work plan will be considered a change in scope and priced separately.
9. Any additional work over and above the quantities mentioned above or in the attached estimate will be considered additional scope, and treated as a change order to the Owner (GILA COUNTY).
10. GILA COUNTY personnel are not allowed to climb on, move, or otherwise use any CCE staging, scaffolding, or equipment without a CCE representative present. If GILA COUNTY or their vendors do so they do so at their own risk.
11. GILA COUNTY will provide safe, proper storage areas, onsite for tools, equipment, etc.
12. Final layout will be coordinated between GILA COUNTY, CCE, and the selected subcontractor.
13. Sufficient water and power will be available at all times.
14. Scheduled work based upon subcontractor availability and sufficient lead-time to mobilize and start.

Exclusions:

1. All permits and associated fees.
2. Cutting of masonry or concrete block.
3. Relocation of existing utilities not specifically listed above including, but not limited to, electrical, plumbing, HVAC, sprinkler, etc.
4. Temporary Power
5. Utility charges ad back-charges
6. Temporary Toilets.
7. Electrical power suitable for operation of small tools at 120 volts. Unless indicated otherwise.
8. Water.
9. Temp Lighting (unless indicated otherwise).
10. Unforeseen conditions.
11. Hazardous materials, removal or testing.
12. Roofing, Flashing, waterproofing
13. Stucco Patch or Paint
14. Fire Alarm work of any kind.

II. TECHNICAL PLAN

1. **Special or long lead-time equipment and materials**: None

2. **Interface with existing structure:** None

3. **Possible disruption to building personal and plans to minimize:** All construction activates will be approved by building managers before construction begins.

4. **Outages:** None expected during construction.

5. **Special training/Orientation Requirements:** None

6. **Work to be performed during non-normal hours**: None

7. **Outage Coordination:** All outages will be coordinated with building managers to minimize inconveniences.

8. **Safety Issues:** No one will be permitted in areas under construction.

9. **Special Issues:** None

10. **Special Security Requirements:** None

11. **Significant Milestones:** Notice to Proceed

12. **Hazardous Materials:** None expected, planned for nor priced in this proposal.

13. **Quality Assurance Considerations:** Industry Standard for this type of work All materials, equipment, & workmanship will be approved by submittal process. Manufacture warranties, construction bonds, & CCE project turn over procedures will be provided before owner occupancy.

III. STAFFING PLAN:

Project Manager: Jared Lundy

Superintendent: Ron Patterson

Field Engineer: Zach Eggert

Safety & Quality Control: Javier Cano

IV. CONSTRUCTIBILITY & VALUE ENGINEERING SUGGESTIONS:

None at this time

Centennial Contractors Enterprises, Inc.

Submitted By: Jared Lundy
Project Manager

MOHAVE JOC CONTRACT NO. 9D-CENT-0902

Member	Gila County	Date	1/7/2014
Project Title	Gila County Courthouse Front Security	CCE#	71860-0324
Project Location	Globe, Arizona	Rate	8.60%
Select Tax Location	Gila-Globe	Effective Rate	5.590%

Direct Project Cost

Division/Specialty	#	Quote Summary Subcontractor	Quote Amount	Selected Quote
08000 - Storefronts (Selected Subcontractor)	1	ProGlass	$25,190.00	$13,008.00
	2	Custom Glass & Granite	Pending	
	3	Primeglass	$13,008.00	
09000 - General Trades (Selected Subcontractor)	1	Orion	$16,876.00	$12,000.00
	2	Chicas	$14,431.00	
	3	Method	$12,000.00	
09300 - Flooring (Selected Subcontractor)	1	Kino Floors	$1,912.00	$1,912.00
	2	Orion	$3,839.00	
	3	Method	$1,950.00	
16000 - Electrical (Selected Subcontractor)	1	Burden Electric LLC	$5,500.00	$4,275.00
	2	MRC Construction	PENDING	
	3	CEI	$4,275.00	
16400 - Access Controls (Selected Subcontractor)	1	APL	$6,000.00	$3,360.00
	2	A PRO LOCKS	$10,710.28	
	3	Prime Glass	$3,360.00	
26510 - CSI Division (Light Fixture)	1	Maxlite	$425.00	$425.00
	2			
	3			
(INCLUDE AS DIRECTED BY OWNER) - Project Contingency	Project Contingency	% of Direct Cost 0.00%		$0.00

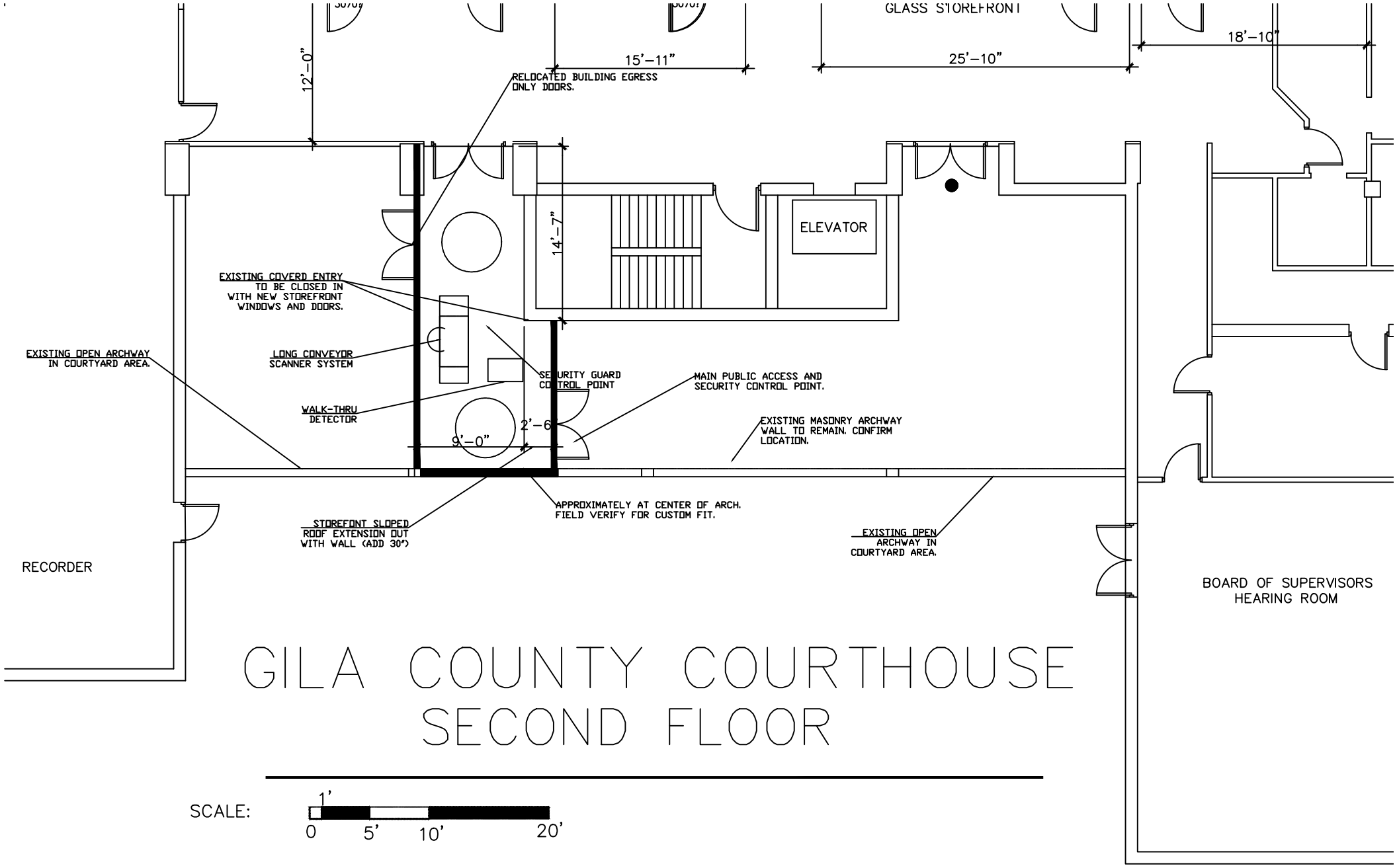
Subtotal 1 (Total Direct Project Cost)	$	34,980.00
General Conditions (GCs) From Worksheet, Not To Exceed 28%	$	15,698.48
Subtotal 2 (Direct Project Cost + GCs)	$	50,678.48
General & Administrative Cost (G&A) 7.4% of Subtotal 2	$	3,750.21
Subtotal 3 (Subtotal 2 + G&A)	$	54,428.69
Profit 6.9% of Subtotal 3	$	3,755.58
Subtotal 4 (Subtotal 3 + Profit)	$	58,184.27
Bond 0.825% of Subtotal 4 (Minimum $300 Charge)	$	480.02
Subtotal 5 (Subtotal 4 + Bond)	$	58,664.29
Effective Tax Rate (65% of Construction Activities)		5.5900%
Tax	$	3,279.33
Tero Fee & Tribal Tax Rates		0.00%
Tero Fee & Tribal Tax	$	-
Grand Total (Subtotal 5 + Tax)	$	61,943.62

* Provide vendor name & explanation if low quote is not selected.

Cost Code	Item Description	% Utilization	Quantity	Unit of Measure	Unit Price	Total	Remarks
Program Personnel							
00611	Regional Operations Manager	2.48%	12	MO	$ 2,785.01	$ 828.82	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Senior Site Representative	2.48%	12	MO	$ 3,182.87	$ 947.22	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Safety Manager	2.48%	12	MO	$ 1,974.83	$ 587.71	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Administrative Assistant	2.48%	12	MO	$ 1,736.11	$ 516.67	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
Project Personnel							
00611	Project Manager	100.0%	8	HRS	$ 50.59	$ 404.70	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Estimator	100.0%	2	HRS	$ 50.00	$ 100.00	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Senior Superintendent	0.0%	0	HRS	$ 49.48	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Superintendent	100.0%	100	HRS	$ 44.60	$ 4,459.64	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	CQC Inspector	0.0%	0	HRS	$ 39.06	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Field Engineer	100.0%	8	HRS	$ 33.85	$ 270.83	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
Personnel Subtotal						$ 8,115.59	Total direct salary cost
Personnel Burden @ 28%						$ 2,272.37	Burden cost at actual auditable % from corporate office burden (benefits paid)
Personnel Total (Subtotal + Burden)						**$ 10,387.95**	
Program General Conditions							
00584	Local Office Expenses	2.48%	12	MO	$ 8,702.14	$ 2,589.76	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
Project General Conditions (Admin Fee Items)							
00220	Site Visits / Scope Development - Pre Construction Sc	0.0%	0	LS (Lump Sum)	$ -	$ -	To be cost involved in scope and proposal effort - pre construction services
00320	Initial Surveys / Incidental Design	100.0%	1	LS	$ 150.00	$ 150.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00360	Permit applications	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00490	Project Documents Reproductions	100.0%	1	LS	$ 50.00	$ 50.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00500	Plans / Specs / Drawings /	100.0%	1	LS	$ 100.00	$ 100.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00501	As Builts/ O&M Manuals - Closeout Documents	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00503	Construction Photos	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00510	Badges & Clearances	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00510	Temporary Electric	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00511	Electricity Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00512	Water Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)

00513	Temporary Toilet Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00517	Cellular / Mobile Service	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00520	Cleaning Service/Final Clean	0.0%	0	SQFT	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Tonnage	0.0%	0	TON	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Rental	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Dumps	100.0%	1	DUMP	$ 500.00	$ 500.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00530	Temp. Fences & Barriers	100.0%	1	MO	$ 500.00	$ 500.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00531	Materials	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00554	Small Tools	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00558	Vehicle Fuel & Maintenance	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00566	Building Permits	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00580	Project ID Signs	0.0%	0	EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00584	Field Office Expense	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00650	Safety Related -(Labor)	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00651	Safety Related -(Materials)	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
Project General Conditions (Non-Admin Fee Items)							
00562	Mileage Reimbursement	100.0%	1500	MILES	$ 0.55	$ 825.00	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00565	Licensing & Permits	0.0%		LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00570	Travel - Transport - Airfare	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00570	Travel - Transport - Car Rental	0.0%		DAYS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00571	Travel - Lodging	0.0%		DAYS		$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00573	Travel - Meals	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00702	Builders Risk @ .0003 of total	0.0%	0	LS	$ 0.0003	$ 15.74	To be auditable Insurance Cost
00703	General Liability @ .0025 of DC	0.0%	0	LS	$ 0.0025	$ 87.45	To be auditable Insurance Cost
Mohave Admin Fee							
General Conditions Items Subject To Admin Fee						$ 14,277.71	
Direct Construction Cost						$ 34,980.00	
Subtotal						$ 49,257.71	
00704	Mohave Admin Fee 1%				1%	$ 492.58	MOHAVE Fee Adminfeeable items

Total General Conditions For This Project		
Adminfeeable General Conditions Total	$ 14,277.71	
Non-Adminfeeable General Conditions Total	$ 928.19	
Mohave Admin Fee	$ 492.58	
Total General Conditions	$ 15,698.48	



GILA COUNTY COURTHOUSE
SECOND FLOOR

SCALE: 1' 0 5' 10' 20'

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

The delivery address for solicitations is now:
211 N. 7th Street
Kingman, AZ 86401

Responses are due by 3:00 P.M. MST

REQUEST FOR PROPOSAL 09D-0716

DUE JULY 16, 2009 @ 3:00 P.M. MST

Proposals shall be delivered to Mohave Educational Services Cooperative, Inc., 211 N. 7th Street, Kingman, AZ 86401. Proposals must be submitted in a sealed envelope or box properly addressed to Mohave Educational Services Cooperative, Inc., with RFP 09D-0716, Proposal Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope or box. Mohave will not be responsible for late receipt of proposals. Proposals must be in the actual possession of Mohave on or prior to the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, and the name of each offeror will be publicly read and recorded.

Pursuant to the provisions in the Arizona Department of Education School District Procurement Rules R7-2-1001 thru R7-2-1195, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for sources for the following materials, equipment and/or services:

- **Job Order Contracting for Various Construction Trades**

PRE-PROPOSAL CONFERENCE: NONE

This solicitation consists of instructions, general terms and conditions, award criteria, proposal form, form of contract, special terms and conditions, and specifications. Offerors are strongly encouraged to carefully read all general information, the special terms and conditions, and specifications for the products/services being offered. Failure to examine any of the requirements will be at offeror's risk.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection are advantageous to Mohave and/or its members.

Questions regarding this Request for Proposal should be directed to:

Mark DiBlasi, CPPB, Contract Specialist II — **Email contracts@mesc.org**
Craig A. McKee, CPPB, Director of Contracting Programs — **(928) 753-6945**

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

Date: June 18, 2009

Rev. 09-03

Offer and Contract Award

Place after Tab 1

RFP 09D-0716
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number _____

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Fax _____

Printed Name _____ Title _____

Authorized Signature _____

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number _____

Awarded this _____ day of _____ 2009.

_____
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

RFP Preparation & Checklist

Review this document in its entirety to make sure you fully understand the products and services that we are requesting. Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required**. Initial next to each item to indicate completion.

To be considered, your proposal must arrive at Mohave's Kingman office (211 N. 7th St, Kingman AZ 86401) on or before 3:00 p.m. MST on Thursday, July 16, 2009.

Offeror shall organize the proposal in the following manner:

_____ **Step ONE:**
Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**
Obtain six sets of three-hole punched index dividers with 9 tabs. Each copy of your proposal shall be submitted in a separate 3-ring binder.

Step THREE:

Tab 1: **Offer & Contract Award**

_____ The Offer and Contract Award page **is signed** and placed after Tab 1.

_____ Addenda, if any, are placed after Tab 1.

Tab 2: **Introduction**

_____ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

Tab 3: **General Terms and Conditions**

_____ A completed copy of the General Terms & Conditions (pages 5-28) is placed after Tab 3.

_____ A copy of the General Terms and Conditions Acceptance Form (page 29) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

Tab 4: **Offeror Qualifications**

_____ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

_____ The financial documents requested in the Offeror Qualifications are placed after Tab 4.

_____ The certificate of insurance requested in the Offeror Qualifications is placed after Tab 4.

_____ Supplementary information (3.0 questions) is placed after Tab 4.

Tab 5: **Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

_____ A completed Special Terms and Conditions and Scope of Work and Specifications Acceptance Form is placed after Tab 5. Any exceptions to the Special Terms and Conditions and/or explanations for deviations to the Scope of Work and Specifications are provided.

_____ A copy of the Scope of Work and Specifications with compliance or deviation noted for each item is placed after Tab 5.

Tab 6: **Past Performance and Managements Plans**

_____ Past performance information, and your quality management, subcontractor management and safety plans are placed after Tab 6.

Tab 7: **Required Forms**

All remaining required forms are completed and placed after Tab 7, as follows:

_____ Questionnaire for Offeror (Appendix B)

_____ Support and Maintenance Plans (Appendix C)

_____ Manufacturer's Representative & Business Ownership Information (Appendix D)

N/A Telecommunications & Information Systems Compliance Worksheets (Appendix E & F)

_____ A bid bond (Appendix H) or acceptable alternate bid security in the amount of **$33,689** is placed after Tab 7.

Tab 8: **Additional Information**

_____ Additional relevant and/or requested information that will assist evaluators in reaching a decision are placed after Tab 8.

Tab 9: **Preparation & Checklist, Descriptive literature & supporting printed data**

_____ This completed form, placed after Tab 9.

_____ Descriptive literature and any other additional company information are placed after Tab 9.

Step FOUR:

_____ Confirm that the proposal is complete and signed on page 2 by an authorized representative.

Note: Do not assume that a request for best and final offer will be issued to you. Your proposal should be complete and meet all specifications and requirements of this solicitation.

_____ **Step FIVE:**

Make a complete copy of your proposal for your records.

_____ **Step SIX**:

Place your complete **original proposal and (5) five additional copies of the technical proposal and one (1) original and (1) one copy of the Price Proposal (sealed separate from your technical proposal)**, in a sealed envelope or box and send to Mohave so that it arrives ***on or before 3:00 p.m. MST on Thursday, July 16, 2009.***

Generally, Mohave takes between three to six weeks to fully evaluate and award contracts. If you are interested in obtaining a copy of the list of respondents after the proposal opening, send an email to contracts@mesc.org.

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than $100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contact. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 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, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

Pricing: Mohave will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

COOPERATIVE PURCHASING

Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified in Tab 7.

ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

EVALUATION & AWARD

Basis of award: In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2578, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. Mohave reserves the right, but is not required to use model projects to determine the most advantageous cost proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Best and final offers: Mohave reserves the right to conduct discussions with, or require presentations from, responsible offerors for the purpose of clarification, and to request best and final offers before a contract is awarded.

Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

Evaluation criteria: The evaluation criteria for this solicitation, and the maximum points for each, are as follows:

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's safety plan & record	5
Offeror's financial capacity	5
Information from references, PPI information and other pertinent information	5
Technical Proposal Total	**100**
Price Proposal Evaluation	
Cost	15
Other appropriate evaluations described in R7-2-1046: transportation costs; energy costs; ownership costs; life cycle costs	5
Price Proposal Total	**20**
Grand Total	**120**

Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

Maximum job order: No specific job order under an awarded contract shall exceed $1,000,000. A specific single project is defined as, "one or more facilities at a single location, at a common location or if for a similar purpose, at multiple locations." (ARS §34-101.26)

Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the proposals. Composition of the committee shall be in compliance with ARS §41-2578.C.2. Step 1 of the evaluation shall be a review of initial technical proposals. Step 2 of the evaluation will be a review of the price proposals submitted by offerors with acceptable technical proposals.

Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

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 Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

EVALUATION & AWARD (con't)

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Total costs: Total member costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

FEDERAL & STATE REQUIREMENTS

Business Operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran

Compliance with Federal and state requirements: Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with state of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

Compliance with workforce requirements: Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "…every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

[To register for E-Verify, go to: https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

FEDERAL & STATE REQUIREMENTS (con't)

Contractor Employee Work Eligibility: By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Mohave members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The contract shall be a requirements contract for indefinite quantities of construction priced by means of a coefficient applied to an approved Unit Price Book.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

FORM OF CONTRACT (con't)

Vendor contract documents: Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

INDEMNIFICATION

General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238) or e-mailed to *contracts@mesc.org* or via phone (928-753-6945).

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than $1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contact.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

LICENSES (con't)

Contractor's license: Contractor for Job Order Contracting construction services shall be licensed to perform construction pursuant to Title 32, Chapter 10. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Offerors submitting proposals as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

Audit of Contract Activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

ORDERING CYCLE (con't)

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Construction services: Construction, and one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of Job Order Contracting.

Contract claims or controversies: The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Eligible agencies: Any contract awarded from this solicitation shall be available to any and all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public heath institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Nonresponsive offer: Any statement of qualifications that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

OVERVIEW (con't)

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Offeror qualifications: Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

Order cycle overview:
1. Member forwards purchase orders to Mohave. Vendor listed on purchase order is contract vendor.
2. Mohave emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Usage and Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

Removal from potential bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

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 invalid provision or application.

Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

PAYMENT

Billing: All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

Overpayment: Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Quick pay discounts: Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

Reporting and Payment of Administration Fees to Mohave: The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the **10th, 20th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website (www.mesc.org/solicitations/sample_recon.xls)

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, transaction privilege tax, travel, lodging, M&IE, permits, etc.)

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

PREPARATION OF PROPOSAL & PROPOSAL FORMAT

Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

Proposal submittal: ***One (1) original and five (5) copies of the Technical Proposal and one (1) original and one (1) copy of the Price Proposal*** shall be submitted on the forms and in the format contained in the solicitation. All proposals shall contain all descriptive literature, specifications, samples, etc. All proposals and copies are to be submitted in three-ring loose-leaf binders.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Receipt of proposals: Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

Sealed envelope or package: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

Signature(s) on proposals: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

Wording in response: Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

PRICING

Administration fee: Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

Application of pricing: The date Mohave receives a member's purchase order will determine the contract pricing that is in effect for that order.

Basis for pricing: Contract pricing under this RFP must be based upon a coefficient to be applied to an approved master price book. Additionally, firm fixed pricing may be offered for professional services and/or maintenance services.

Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine the member's purchase price.

Effect of price: The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

PRICING (con't)

Meals and incidental expenses (M&IE), transportation and lodging: Contractor may charge for meals, transportation and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Current rates, as used by contractors, may increase or decrease as updated by the Arizona Department of Administration. Lodging varies by time of year and location. Receipts may be required for reimbursement.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

Unit price book: Offeror shall provide the name and date of the unit price book to which the coefficient will be applied. Submission of outdated unit price books may result in rejection of the proposal.

Unit price book copies: The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

PROTESTS

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Contractor Employee Fingerprinting: If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Member's Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

SITE REQUIREMENTS (con't)

Preparation: Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

SPECIFICATIONS

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

SUBCONTRACTORS

Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract.

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to member.

Subcontractor payment: Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 I], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: Most members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering member determines if and when transaction privilege taxes are to be applied. Documentation for members who do not pay Transaction privilege tax is available upon request. Contractor is responsible for charging taxes correctly.

TAXES (con't)

Taxes on construction: Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Taxes on shipping: Transaction privilege tax may not be collected on delivery charges to the member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

BID SECURITY

Amount of bid security: All offerors for a contract under this RFP must include acceptable bid security in the amount of **$33,689** with the submission of their offer.

Bid security requirement: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

Form of bid security: Acceptable bid security for this RFP will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C)]. Bid security may be provided using a form similar to the Arizona Department of Administration State Purchasing Office (SPO) Form 301A with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. being the Agency of Record. (See last pages of this RFP for forms.)

CHANGE ORDERS

Adherence to specifications and drawings: The contractor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contractors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

Change order requirement: Member and contractor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Mohave shall notify contractor of approval of the change prior to contractor starting the revised work.

Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contractor, shall be borne by the contractor, and the contractor shall not be entitled to reimbursement for such costs.

CONSTRUCTION CONTRACTS

Buyer delays: As required by ARS §15-213 (D), the prime contractor will negotiate with Mohave member for the recovery of damages related to expenses incurred by the contractor for a delay for which the Mohave member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the prime contractor by the Mohave member.

Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required. The fact that a current owner has an existing contract should not be a factor in the sale of the company.

CONSTRUCTION CONTRACTS (con't)

Construction contract requirement: In any contract between the prime contractor and a Mohave member based on this contract, the terms and conditions of this contract will prevail. In any contract between the Mohave member and the prime contractor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county, and state offices needed to accomplish the work. The actual cost of permits and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

Form of construction contracts: A contract between member and contractor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Member representative: All formal contact between the contractor and/or contractor's personnel and the Mohave member shall be processed through the member representative. The buying Mohave member shall designate the member representative at the time of purchase.

Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

Work performed by the buying member: Work to be performed by the Mohave member must be clearly described and agreed to by the buyer prior to project start up.

CONSTRUCTION SCHEDULE

Schedule adjustment: The Mohave Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

Schedule requirement: The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The buyer shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contractor to complete the project on schedule.

COORDINATION

Conflict with member activities: The contractor and member shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contractor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

Coordination with other contractors: The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

Interruption of other work: The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

DELIVERY OF CONSTRUCTION MATERIALS:

Condition of materials on delivery: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or unlabeled materials will not be accepted.

Delivery requirement: The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.

Precautions: The contractor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

INSURANCE

Course of Construction Insurance: Upon request from member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property.

Deductibles: Contractor shall pay the deductibles required by the insurance provided under this agreement.

Indemnification: During the life of the contract, contractor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contractor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contractor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contractor shall provide Mohave and/or member with a certificate of insurance naming Mohave and/or the buying member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the Owner has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Scope of Insurance: Contractor's insurance shall provide adequate protection for contractor and contractor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) or Great Britain, and licensed or authorized to do business in Arizona.

LABOR PRACTICES

Labor practices: The prime contractor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the Mohave member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Mohave member must be limited to only those approved by the Mohave member.

Labor requirements: The method and manner of performance must be stated: employees of the prime contractor are not employees of the Mohave member; the level of competency of the personnel will be subject to approval by the Mohave member; the prime contractor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the member employees and company employees will be clearly stated.

Quality control: The member shall have the right to require the contractor to remove from the project any employee or representative of the contractor, its subcontractors or suppliers that the buyer may deem incompetent, careless, insubordinate, or otherwise unacceptable.

LABOR PRACTICES (con't)

Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

Supervision: The contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the member and the contractor and must be agreed upon in writing prior to start up. If the Mohave member declines a liquidate damages or early incentive agreement, the contractor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other Member costs will be identified in writing and agreed upon.

PERFORMANCE AND PAYMENT BONDS

Form of performance and payment bonds: Performance bonds between the member and the prime contractor shall be on forms similar to SPO Form 302. Payment bonds between the member and the prime contractor shall be on forms similar to SPO Form 303.

Issuing performance and payment bonds: Upon execution of a contract between a Mohave member and the prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1112 (A, B, C, D). The prime contractor agrees to notify the Mohave member in writing of this requirement before accepting any work orders.

If the prime contractor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contractor will supply Mohave with a copy of the bonds for our records, upon request.

Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona.

PROGRESS PAYMENTS

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the Member; it is the responsibility of the Mohave Member to review and approve any estimates of work completed. If the Mohave Member issues a written statement to the offeror that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

PROGRESS PAYMENTS (con't)

Schedule of payments: Once all bonds are in place, the prime contractor and the Member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the Mohave member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1115 I.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by Mohave member within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B)]. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that payments must be made by the member before Mohave member can issue progress payments. The prime contractor must provide Mohave member with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

PROJECT ADVERTISING

The prime contractor must agree that the Mohave member reserves the right to release information about the project and that any advertising of the project by the prime contractor must be approved by an authorized official of the member.

PROJECT COMPLETION

Project documents: Upon completion of the work, the contractor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PUBLIC WORKS

Preservation: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

Receipt of public funds: Contractors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

Residency requirement: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Restoration: The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the buyer.

PUBLIC WORKS (con't)

Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (see ARS § 34-461)

RETENTION

Fifty percent completion adjustments: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention requirement: Ten (10) percent of all contract payments shall be retained by the Member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Member for each progress payment

Substitute security: If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E). If a substitute security is agreed to, the prime contractor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, the member, or the prime contractor in relationship to the security assigned.

RULES, REGULATIONS AND CODES

Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the buyer of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise Mohave member contact person whenever work is expected to be hazardous to school children, district employees and/or operators.

SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing printed by the Corporate and Financial Affairs Division of the Arizona Department of Insurance, 2910 North 44th Street, Suite 210, Phoenix, AZ 85018-7256, (800) 544-9208.

WARRANTY/MAINTENANCE CONTRACTS

Extended warranties/service contracts: The prime contractor or a manufacturer may offer extended warranties available at extra cost for Mohave members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged before installation as part of the purchase contract. This training will be priced per contract pricing.

Warranty work: The contractor will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

WORKSITE

Site access: The Member must provide an all-weather road to the site and prepare the site with room for construction equipment.

Site conditions: The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Stored Materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions to the general terms and conditions
(*Note: If none are listed below, it is understood that no exceptions are taken.)*

☐ We take the following exceptions to the general terms and conditions (Provide details on your exceptions below):
(*Note: Unacceptable exceptions may remove your proposal for consideration of award*.)

Place after Tab 5

Mohave desires to contract with a responsible firm or firms to provide Job Order Contracting (JOC) construction services to its members. The work will include minor construction, repair, rehabilitation, and alteration services for a wide variety of educational, other government and not for profit agencies.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project, or job order, is issued, the member and the contractor agree on the scope and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Because any work under this contract will be on a job order basis, exact project specifications are not available. General specifications are included in the solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include any generally accepted practice in the construction industry.

Mohave has current contracts for related work (i.e., roofing, painting, paving, plumbing, HVAC, etc.). Any contract(s) awarded under this RFP are in addition to, but will not replace those contracts. The Mohave member shall retain the right to determine which contracts are in their best interests.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts for FY2008 was $23,240,677, and year to date activity for FY2009 is $9,819,911. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2009 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-28. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 43). Place page 43 after Tab 5.

1.1 After receipt and opening of preliminary technical proposals, Mohave reserves the right to conduct interviews with those offerors who submit technical proposals reasonably susceptible of being selected for award. Following interviews, offerors with acceptable preliminary technical proposals may be requested to submit final technical proposals by means of a best and final offer.

1.2 ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

1.3 Each firm may only respond to the division or divisions authorized by Mohave.

1.4 Mohave reserves the right to award contracts by division (i.e., Division 2-Existing Conditions, Division 26-Electrical, etc.), by general contract (a master contractor to coordinate the work of all Divisions) or both. Mohave will choose the award it determines to be in the members' best interests, and Mohave's decision shall be final.

1.5 Contractor is not required to be licensed to perform construction if the firm performing the construction is so licensed. Contractor shall ensure that all firms are properly licensed for performing work under the contract.

1.6 This RFP is issued in accordance with ARS §41-2578.

1.0 Special Terms and Conditions (con't)

1.7 Prices under the contract will be based upon the UPB. The UPB is the current edition of RS MEANS Facilities Construction Cost Data, supplemented by the current editions of Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, and Concrete & Masonry Cost Data. Mohave will coordinate quarterly updates with any awarded contract vendors.

1.8 A coefficient will be applied to the unit prices in the (UPB). The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine member's purchase price. The coefficient must contain all costs other than those contained in the UPB including, but not limited to the direct cost of doing the work, overhead and profit.

1.9 The performance bond and payment bond for each job order shall cover the full amount of construction under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an estimate of the amount of construction that will be done under the contract by individual members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

1.10 Member may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools); or less than an amount determined by a non-school member. When bonds are not used, the contractor will be paid upon the completion of the project.

1.11 All equipment, tools and machines used in the performance of this work will be maintained in satisfactory working condition at all times.

1.12 If the contractor subcontracts or intends to subcontract part or all of the work under a job order:

The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders.

A copy of the descriptions of all standard individual tasks on which subcontractor is invited to bid and a copy of standard unit prices for individual tasks on which subcontractor is invited to bid.

1.13 If not previously delivered to subcontractor, the contractor has a duty to promptly deliver the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

A copy of the description of each standard individual task that is included in the job order and subcontractor is invited to perform.

The number of units of each standard individual task that is included in the job order and subcontractor is invited to perform.

The standard unit price for each standard individual task that is included in the job order and subcontractor is invited to perform.

1.14 The contractor, in consultation with member, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project.

1.15 The contractor shall carefully examine all required elements of a project to be performed under this contract before submitting a quote or proposal.

1.16 The contractor shall promptly notify member if he finds any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for any project. Member will issue written instructions upon such notification. Member shall not be responsible for oral instructions or information.

1.17 All materials and articles of any kind are subject to prior approval by member.

1.0 Special Terms and Conditions (con't)

1.18 The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed.

1.19 Mohave's membership is diverse. The contractor shall ensure all work is performed in compliance with all rules, regulations, ordinances, laws, and statutes applicable to the member for whom the work is performed.

1.20 In addition to any other warranties in this contract, the contractor shall warrant that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier.

1.21 Warranty shall continue for a period of one (1) year from date of final acceptance of the work. If member takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date member takes possession.

1.22 The contractor shall remedy at contractor's expense any failure to conform or any defect. In addition, the contractor shall remedy at contractor's expense any damage to member-owned or controlled real or personal property, when that damage is the result of contractor's failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished. The contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

1.23 If the contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, member shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at contractor's expense.

1.24 No specific job order under this contract shall exceed $1,000,000, or the amount set by applicable law at the time of the job order. (Cities and Counties are allowed to change that amount to a higher threshold.) A definition of job order is not found in the law. For this contract, a job order is defined as, "A project that is constructed at a single location, at a common location or for a common purpose."

1.25 Retention shall not be allowed for any progress payments made under this contract.

1.26 The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

2.0 Scope of work and specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 43) Place pages 30-37 after Tab 5.

Requirement		Comply	Deviate*
2.1 General			
2.1.01 Contractor and/or subcontractor performing the work shall be properly licensed to perform that work.			

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.1 General (con't)			
2.1.02 Contractor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with member. **All required bonds will be provided to member prior to starting the work.**			
2.1.03 All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contractor shall make himself and his personnel aware of such instructions.			
2.1.04 If contractor prepares drawings, member shall approve them prior to starting any work.			
2.1.05 Contractor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.			
2.1.06 Contractor's work responsibility shall include all contractor planning, programming, administration and management necessary to provide all construction and related services as specified. Contractor shall perform the work in strict accordance with the contract and all applicable federal, state and local laws, regulations, codes, or directives.			
2.1.07 Contractor shall ensure all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.			
2.1.08 Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.			
2.1.09 Member shall make all reasonably required amounts of utilities available to contractor from existing outlets and supplies, at no additional cost to contractor.			
2.1.10 Where existing utilities are not available at the project site, contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by member, contractor shall remove all temporary connections, distribution lines, meters, etc.			
2.1.11 Contractor shall conduct a pre-final inspection prior to requesting a final inspection with the member. Any discrepancies shall be corrected prior to final inspection.			
2.1.12 A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with member. Member, or designee will perform final inspection with contractor. Any discrepancies will be noted and corrected within the time specified by member prior to payment.			
2.1.13 Prior to performance of final inspection, contractor shall submit and have member approve all submittals, as-built drawings and manuals.			

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.1 General (con't)			
2.1.14 During progress of the job, contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contractor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.			
2.1.15 In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines.			
2.1.16 Contractor shall provide reproducible, professional drafting quality drawings with final record drawings when member furnishes reproducible design drawings or contractor develops detailed working drawings. The drawings shall be provided in accordance with industry standards.			
2.1.17 Contractor's personnel may be permitted to use toilet facilities on the premises subject to approval from member. In the event none are available, contractor shall, at his expense, provide portable facilities, as required.			
2.1.18 The area where work is to be performed may be occupied by member during construction period. Contractor shall have access to that portion of the area within which work is to be performed. Movement of contractor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work area.			
2.1.19 Contractor shall not build upon or conceal defective work or materials.			
2.1.20 Materials classified by member as salvageable shall remain property of member and shall be delivered as designated by member.			
2.1.21 Materials not classified as salvageable or repairable by member shall be disposed of in accordance with applicable federal, state and local rules, regulations, statutes, and ordnances.			
2.1.22 Contractor shall immediately notify member if asbestos is identified in the work area. Member will provide further instructions to contractor.			
2.1.23 Prior to final acceptance and payment, contractor shall submit manufacturers' original operation and maintenance manuals to member for all applicable equipment and materials. Contractor shall conduct a training session to brief member personnel on operation and maintenance procedures of such equipment and materials.			
2.1.24 Contractor shall ensure all work areas that may pose a hazard to building occupants are adequately identified and secured at all times.			
2.1.25 Equipment and materials must be produced by manufacturers and fabricators regularly engaged in manufacture of similar items and with a history of successful production acceptable to member.			
2.1.26 All materials furnished under the contract shall be new, of the latest design, of good quality, free from defects, and in compliance with the specifications and scope of work.			
2.1.27 All materials and equipment furnished under the contract must be of brands and models acceptable to member.			

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.2	**Pricing**		
2.2.01	Contract pricing will be based upon a coefficient to be applied to an approved Unit Price Book (UPB).		
2.2.02	The UPB shall be the current edition of RS MEANS Facilities Construction Cost Data.		
2.2.03	Use of current editions of RS MEANS Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data.		
2.2.04	The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.		
2.2.05	Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates,		
2.2.06	The total value of applicable line items and quantities will be multiplied by the appropriate City Cost Index and the specified coefficient to determine the lump sum cost of each job order.		
2.2.07	Contractor shall provide member with an itemized project cost prior to starting any job order. Project cost shall include: UPB Name / UPB Date / Date of Quote Line Number / Item Number / Item Description Number of Units / Unit Price / Total Line Cost Line Items Sub Total / Coefficient Amount / Grand Total		
2.2.08	Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation will be included in the line item cost sheet.		
2.2.09	If like items cannot be found in the UPB, contractor will obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave will determine the most appropriate quote to use for adding the item to the UPB.		
2.2.10	Upon approval from Mohave, the non pre-priced item will become part of the UPB and available for any job order. Contractor shall not provide a new item unless and until Mohave approves it.		
2.2.11	A coefficient to be applied to the cost of non pre-priced items will be provided.		
2.2.12	Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member.		
2.2.13	Coefficients shall be extended no more than two decimal places.		

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

	Requirement		Comply	Deviate*
2.2	**Pricing (con't)**			
2.2.14	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general & administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental and other applicable laws; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; and all contingencies connected to performing the work. ***No additional payment will be allowed for these items.***			
2.2.15	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.			
2.2.16	UPB Division 1 sections before 54, Temporary Construction, are excluded from the contract, except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual & unforeseen circumstances.			
2.2.17	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0500 through 1750 01 45 23.50-0010 through 8000 01 51 13.80-0010 through 0700			
2.2.18	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.			
2.2.19	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.			
2.3	**Specifications for the Work**			
2.3.01	Specifications for the work are attached (Attachment 1). All work shall be performed in accordance with the attached specifications.			
2.3.02	Contractor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards.			
2.3.03	Contractor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract.			
2.3.04	Prior to starting any work, contractor shall notify member of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance.			
2.3.05	When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States of America.			

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.3	**Specifications for the Work (con't)**		
2.3.06	No products that contain asbestos fibers will be used.		
2.3.07	Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state and federal laws for the handling and disposal of asbestos.		
2.3.08	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member.		
2.3.09	Upon completion of the work, worksite must be clean and free from debris.		
2.4	**Services**		
2.4.01	Upon request from member, contractor shall obtain the permits required for a job order. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed.		
2.4.02	Upon request from member, and if included in the awarded contract, contractor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing construction services.		
2.4.03	Design services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.		
2.4.04	Upon request from member, and if included in the awarded contract, contractor shall provide engineering services related to the job order.		
2.4.05	Engineering services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.		
2.4.06	Upon request from member, and if included in the awarded contract, contractor shall provide maintenance services related to the job order.		
2.4.07	Maintenance services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.		
2.4.08	There shall be no charge for repair services prior to expiration of the warranty period.		

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Place after Tab 4

3.0 Supplementary Information

3.1 List five (5) construction projects that have had problems, describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of project, year of the project, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed.

Number	Name of Public Agency	Type of Project	Contract Sales Amount	Year of the Project	Contact Name	Phone Number
1						
2						
3						
4						
5						

Description of problems listed above, and what steps were taken to satisfy the customer.

1)

2)

3)

4)

5)

Place after Tab 4

3.0 Supplementary Information (con't)

3.2 In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties_____Northern Arizona_____Southern Arizona_____

Although many Arizona businesses are able to serve any part of the state, most businesses concentrate on just one or two geographic areas. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

_____

_____

_____

_____

_____

_____

_____

_____

_____

Place after Tab 4

3.0 Supplementary Information (con't)

3.3 Describe how you intend to market an awarded contract. Give examples of a specific marketing plan. If your contract representative is not located in Arizona, describe how you would contact members.

Place after Tab 4

3.0 Supplementary Information (con't)

3.4 Do you use any additional agreements?
☐ Yes ☐ No

If yes, and you require a member to sign any additional agreements with terms that conflict with the Mohave contract, the terms and conditions of the Mohave contract will prevail and will be removed from any such agreements as a condition of award. ***Attach sample customer agreement(s)***.

Agreements **must** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days;

Agreements **shall not** include:

- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language;

Place after Tab 4

3.0 Supplementary Information (con't)

3.5 In previous JOC contracts, Mohave has had isolated issues with Members using design work (estimates, drawings, etc) to shop our contracts against each other, or against other non-Mohave contracts. How would you prevent such issues from re-occurring under an awarded contract?

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

☐ We take no exceptions to the special terms and conditions and scope of work and specifications
(*Note: If none are listed below, it is understood that no exceptions are taken.)*

☐ We take the following exceptions to the special terms and conditions and scope of work and specifications conditions (Provide details on your exceptions below):
(*Note: Unacceptable exceptions may remove your proposal for consideration of award*.)

Price Proposal must be submitted in a separate sealed envelope

Price Proposal

Offeror shall provide a price proposal to include, but not necessarily limited to the following information:

1. **Name and Date of the Unit Price Book (UPB)**

2. **Coefficient(s) to be applied to pre-priced items (items listed in the UPB) for work performed during:**
   - Normal business hours (M-F, 7 a.m.-5-p.m.)
   - Other hours (after hours, weekends, holidays, etc.)
   - Note adjustments to the coefficient(s), if any, for work performed in different regions of the state.

3. **Coefficient(s) to be applied to non pre-priced items (items not listed in the UPB) for work performed during:**
   - Normal business hours (M-F, 7 a.m.-5-p.m.)
   - Other hours (after hours, weekends, holidays, etc.)
   - Note adjustments to the coefficient(s), if any, for work performed in different regions of the state.

Notes: Provide a brief explanation of the rationale for your coefficients. The rationale should indicate how you determined the cost of doing the work and the various elements that made up your coefficients. See Section 2.2, Pricing, for additional information.

Do not include Transaction Privilege Tax (Sales Tax) or Use Tax in your coefficients. The successful contractor(s) will charge the applicable rate for each job order. With different tax rates being charged around the state, this appears to be the most effective means of addressing transaction privilege tax and use tax under the contract. The successful contractor(s) shall bill transaction privilege tax and use tax at the actual amount. No additional amount for overhead or profit will be allowed.

Mohave has reserved the right to award contracts by division, by general contract or both. If your firm is qualified as a general contractor, and combination awards by division and general contract will affect your coefficient(s), list and explain any and all adjustments.

4. **Professional Services (Provide the applicable hourly rate for each service offered. No coefficient will be applied to these rates.)**
   - **Design Services**
   - **Engineering Services**
   - **Other Professional Services (specify service and rate)**

5. **Maintenance Services (Provide the cost for all maintenance agreements that are available after the warranty period. No coefficient will be applied to these prices.)**

6. **Other Charges (Provide the additional cost, if any, for any and all additional or incidental charges. Such charges may include the items listed below. No coefficient will be applied to these charges.)**
   - 100% Performance and Payment Bonds
   - Meals and incidental expenses (M&IE), transportation and lodging (Page 17)
   - Mobilization (Indicate when mobilization charges would apply.)
   - Other

Proposal Submittal

To help insure that each proposal receives a fair evaluation, please organize the proposal as follows:

Technical Proposal (submit in a sealed package separate from the price proposal)
The Technical Proposal shall provide Mohave with information about your firm's capabilities and performance. It will be evaluated prior to price consideration. The Technical Proposal shall be submitted in a tabbed three-ring binder that includes the following:

Tab 1: **Introduction**
- Enclose the signed cover sheet.
- Addenda, if any

Tab 2: **The Offer**
- The Executive Summary
  Provide a one-page description of what you are offering on this contract.

Tab 3: **General Terms and Conditions and Standard Terms & Conditions for Construction**
- RFP Pages 5-28
  Include a copy of each page, in order.
- Acceptance of General Terms and Conditions & Standard Terms and Conditions for Construction
  Complete RFP page 29, as requested.

Tab 4: **Vendor Qualifications**
- Provide answers to questions 1-7 in Appendix A.
  Provide specific answers to the questions. Do not use standard boilerplate.
- Financial institution letters.
  Provide the requested bank letters or latest annual financial report.
- Certificate of insurance.
  Provide the requested evidence of insurance.
- Provide a letter from your bonding company indicating your ability to bond job orders under the contract and your current bonding capacity. The letter should address both single project and aggregate bonding limits.
- Supplementary information, questions 3.0 - 3.4

Tab 5: **Special Terms and Conditions and Scope of Work & Specifications**
- Acceptance of Special Terms and Conditions and Scope of Work and Specifications
  Complete, RFP page 43 as requested. Provide details of any and all exceptions and/or deviations, including applicable specifications in Attachment 1.
- RFP Pages 30-37
  Include a copy of each page, in order.

Tab 6: **Past Performance and Management Plans**
- Provide a list of your firm's job order contracts for the last three years.
  Include date, contracting agency, contract amount, & contact information for each.
  If your firm has no job order contracting experience, provide the required information for your major construction projects.
- If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers and clients, and the contractor.
- Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state.

Technical Proposal (con't)

Tab 6: **Past Performance and Management Plans (con't)**

- Provide a statement of your history for submitting claims and change orders.
  Provide specific information, i.e., type of claim, date, reason, amount, and outcome.
- Indicate if you are offering design, engineering, maintenance, and/or operations services.
  Describe the services you are offering.
  Indicate if in house staff or subcontractors will provide the services.
  Provide a statement of your experience or the subcontractors experience providing the services, particularly in a job order contract setting.
- Provide a statement of your plan for performing and managing the work.
  What personnel will be used?
  Will you use technology? If yes, for what purposes? If no, how will you prepare job order cost quotations and invoices?
  How do you plan to ensure prompt responses to job order requests?
  How do you plan to ensure an adequate workforce is maintained?
  What is your plan for responding to and performing multiple job orders at the same time?
  What limitations will you have geographically or in the number of simultaneous job orders?
  Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.
- Describe your quality management plan.
  How do you set goals and monitor the performance of your company?
  How do you inspect the work to ensure quality?
  How do you stay on schedule?
  What is your complaint and dispute resolution procedure?
  Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.
- Describe your subcontractor management plan.
  Provide a statement of your plan for managing subcontractors.
  How will you recruit subcontractors, particularly in the local communities where work will be performed?
  How will you ensure acceptable quality for work performed by subcontractors?
  How will you address controversies and claims related to work performed by subcontractors?
  Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.
- Describe your safety plan.
  Provide a current letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years.
  The letter shall be on the insurance company's letterhead and signed by an appropriate individual employed by the insurance company.
  If your EMR is greater than 1, what actions will you take to lower it?
  Describe your firm's safety oversight. Do you have a safety manager?
  Describe the safety training used by your firm.

Technical Proposal (con't)

Tab 7: **Required Forms**

- Questionnaire for Offeror (Appendix B)
  Complete RFP pages 48-49, as requested.
- Support and Maintenance Plans (Appendix C)
  Complete RFP page 50, as requested.
- Manufacturer's Representative Information, References & Business Ownership (Appendix D)
  Complete RFP page 51, as requested.
- Bid security in the amount of $33,689.
  Place after Tab 7

Tab 8: **Additional Information**

- Include additional relevant information.

Tab 9: **Preparation & Checklist, Descriptive literature &supporting printed data**

- Make sure everything is included.
  Enclose the form on RFP pages 3-4.

Price Proposal (submitted in a sealed package separate from the technical proposal)

The Price Proposal shall provide Mohave with pricing for the work, and will be evaluated after review of technical proposals. Price proposal evaluation shall be limited to offerors with acceptable technical proposals. The Price Proposal shall be submitted in a three-ring binder that includes the following:

- Regular hours and other hours coefficients for Unit Price Book (UPB) work.
- Regular hours and other hours coefficients for Non-Unit Price Book (UPB) work.
- A price schedule for design, engineering and maintenance services.
- Any other charges that might apply to performance under the contract.
- See RFP page 43 for format instructions.

To be considered, the proposal must arrive at Mohave's Kingman office on or before 3:00 p.m. MST on July 16, 2009.

Appendix A: Offeror Qualifications

Place responses after Tab 4

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the proposal. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1) Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

2) Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.

3) Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate if the products offered in the proposal meet applicable industry standards. List applicable awards and/or standards.

4) Provide a current certificate of insurance listing coverage for comprehensive and general liability, vehicle liability, and property damage, as specified on page 1. *A sample certificate may be provided. However, before any orders are processed, contractor must provide a certificate that names Mohave as the certificate holder.*

5) Provide a letter from your financial institution indicating the range of credit available to your firm. (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. Any financial information included here will be kept confidential, unless it is in the form of an audited annual report available to the general public.

6) Describe any limitations to your company's ability to sell to all Mohave member types including, but not limited to school districts, state, county and municipal government agencies, community college districts, other political subdivisions of the State of Arizona, and non-profit educational and healthcare institutions. Also, describe any differences in product availability/pricing for different types of members.

7) Indicate how you will ensure your sales staff does not sell products or services to members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: _____

   Do you collect city, county and/or other local sales tax in Arizona? Yes _____ No _____

   Please check one:

   ☐ City, county and/or other local sales tax rate is __%.

   ☐ City, county and/or other local sales tax rate varies by ship-to address.

2. For products on your price list, is shipping/handling included in the price? Yes _____ No _____

   If No, estimate S/H on purchases _____

3. Mohave is established to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-district or multi-county operation."

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes _____ *No* _____

   If No, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

   _____

4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number

5. Address for purchase orders

   Attention of _____

   Street Address _____ Mailing Address _____

   City _____ State _____ ZIP _____

   Fax _____

   Email Address _____

Place after Tab 7

6. Contacts for Mohave.

Main Mohave representative _____
(*Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)*

Title _____ Email address _____

Phone number _____ Fax _____

Name of contact for RFP/contract _____
(*Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Title _____ Email address _____

Phone number _____ Fax _____

Name of contact for Escalation _____
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract.)*

Title _____ Email address _____

Phone number _____ Fax _____

Audit Contact _____ Email address _____
(*Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.)*

Reconciliation Contact _____ Email address _____
(*Shall be the main point of contact for the reconciliation report.)*

Payment remittance address _____

City _____ State _____ ZIP _____

Telephone (invoice questions) _____ FAX _____

7. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone

8. Indicate if your offer is regional or statewide. Regional _____ Statewide _____

If regional, indicate the regions in Arizona you will service. _____

9. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
Yes ____ No _____ If Yes, what is the discount for 10 days? _____ 20 days? _____

10. What is your general website (Internet) address? _____

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the proposal? Yes [ ] No [ ] If no, how do members obtain warranty and maintenance service?

_____

_____

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

_____

_____

_____

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

_____

_____

_____

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [ ] No [ ]

Do you provide technical help via phone? Yes [ ] No [ ] If yes, provide a phone number and contact.

_____

Describe the steps a member should take to activate a warranty, if any. _____

_____

_____

Do you offer extended warranty or maintenance service plans? Yes [ ] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. _____

_____

_____

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.)

Appendix D: Manufacturer's Representative Information & Business Ownership

Place after Tab 7

Manufacturer's Representative Information

Check all that apply

_____ Offeror is authorized to submit a proposal for the specified services and can provide the equipment if awarded a contract.

_____ Offeror is a bona fide dealer for the services in the proposal.

_____ Offeror is the manufacturer of the services in the proposal.

Business Ownership: Gender/Ethnic Group

(Used for reporting. Not a factor in contract award.)

If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each. To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group**.** Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

1. Woman owned _____%
2. Anglo owned _____%
3. Hispanic owned _____%
4. African American owned _____%
5. Native American owned _____%
6. Asian owned _____%
7. N/A (government, nonprofit, etc.) _____%

Appendix E: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over $100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your proposal, please check and complete the applicable section below.

☐ **We are exempt from ARS §41-2553 because we are not offering telecommunications systems.**

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per member or contract.**

☐ **We will respond to the information below because the systems we sell may exceed $100,000 per member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____ 60 months ____ 84 months ____ 120 months ____ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

____ Yes ____ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

____ Yes ____ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

Initial cost	$100,000
Maintenance costs	$109,000
Residual value	-0-
Total Life Cycle Costs	$209,000 or $29,858 per year

____ Yes ____ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

_____

_____

Appendix F: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of information systems that cost over $100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

To assist in evaluating your proposal, please check and complete the applicable section below.

☐ **We are exempt from ARS §41-2553 because we are not offering information systems.**

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per member or contract.**

☐ **We will respond to the information below because the systems we sell may exceed $100,000 per member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____ 60 months ____ 48 months ____ 36 months ____ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100 %; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

____ Yes ____ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

____ Yes ____ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

Initial cost	$100,000
Maintenance costs	67,000
Residual value	-10,000
TOTAL LIFE CYCLE COSTS	$157,000 or $31,400 per year

____ Yes ____ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

_____

_____

Appendix G: A Better Understanding of Mohave

1. Mohave Educational Services Cooperative, Inc. (Mohave) is a non-profit agency established by the authority of ARS §11-952 and ARS §41-2632. Mohave began administering a cooperative purchasing program in 1986 as a school service agency. Mohave's membership includes public school districts, community colleges, city and county governments, and political subdivisions throughout Arizona. [See ww.mesc.org for list of members.]
2. Membership is established through a Cooperative Purchasing Agreement (CPA). The signed CPA serves as the contract between Mohave and the participating member, and authorizes the member to use Mohave's procurement contracts.
3. As a local procurement unit administering a cooperative purchasing program, Mohave follows the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules to competitively solicit and award procurement contracts.
4. When Mohave issues solicitations and awards contracts in compliance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, all members using those contracts are deemed to be in compliance and may use the contracts as if the contracts were their own.
5. A Mohave reviewed purchase order is a legal contract between a vendor and a Member for goods and services. Members issue purchase orders for all goods and services purchased under our contracts.
6. In accordance with the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the buying member is responsible for paying for goods and services received under Mohave contract. Mohave's CPA requires that the member pay within 30 days of the date of the invoice.
7. Protection for a Mohave contractor from a member that refuses to pay is substantial. A member that issues a purchase order must have the funds to pay for the goods and services received from that purchase order. A non-paying member runs the risk of losing its ability to use Mohave contracts and/or facing a variety of legal consequences that result for default on a contract.
8. Mohave has approved a procedure that allows Mohave contractors to sign multi-term contracts directly with members, as long as the agreements are based on purchase orders from Mohave. This enables members to make periodic rental and lease payments directly to the lender, not Mohave.
9. Mohave receives no direct tax funding for its operation. Instead, Mohave operates on a 1% administration fee, which is generally included in the contract price for materials and services. The administration fee paid is by the member and is based upon the cost of the goods and services purchased by the member.
10. Mohave is a unique organization. Mohave is a non-profit organization that follows the Uniform School Financial Records (USFR), a fund-accounting system used by Arizona schools. We have an Executive Board which functions much like a school board. We have independent annual audits, with the results reported to the Arizona Auditor General's office. Our contracts are governed by the Arizona Procurement Code and Arizona Department of Education School District Procurement Rules, the same statutes and rules directly applicable to our members.
11. Mohave is an active member of the Association of School Business Officials International (ASBO), the Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), the National Institute of Governmental Purchasing (NIGP), and other regional and national professional associations

Learn more about Mohave at www.mesc.org

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of, _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc in the State of Arizona, (hereinafter called the Obligee) in the amount of _____ (Dollars) ($33,689), for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
BY

_____
SURETY SEAL

_____
BY

_____
AGENCY OF RECORD

PAYMENT BOND (Sample)

KNOW ALL MEN BY THESE PRESENTS:

THAT,_____

(hereinafter called Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto _____, (hereinafter called the Obligee) in the amount of _____ (Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ 20___ for the material, service or construction described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this_____day of_____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND (Sample)

KNOW ALL MEN BY THESE PRESENTS:

THAT,_____

(hereinafter called Principal), as Principal, and _____

a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto _____, (hereinafter called the Obligee) in the amount of _____ (Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____ 20___ for the material, service or construction described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this_____day of_____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

ADDENDUM 1
REQUEST FOR PROPOSAL 09D-0716
JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES

This Addendum 1 is hereby made part of the contract documents and shall be included in all proposals. Offerors shall acknowledge receipt of this Addendum 1 by including this page, signing and dating the following statement:

Addendum 1 acknowledged by _____

Printed name and title _____

Date _____

Place the signed Addendum 1 after Tab 1 in your proposal binder.

ADDITION OF GREEN CONTRACTING QUESTIONS:

The following bullet point and questions have been added to the Past Performance and Management Plans section of the Technical Proposal instructions. The bullet point shall come after "**Describe your safety plan**" on page 46 of RFP 09D-0716.

- Describe your application of green construction techniques
  What testing or certification do your construction products and services support?
  Do the green construction products and services you would be utilizing under an awarded Mohave contract have a proven track record?
  Will these green construction products and services be used in all construction projects, or only on projects when the member requests them to be used?
  Describe your plan to recycle old building materials, and how that plan will be implemented.
  Describe any other green construction techniques that would be used under an awarded Mohave contract.

ADDENDUM 1
REQUEST FOR PROPOSAL 09D-0716
JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES

(Continued from Page 1)

Questions regarding this Request for Proposal should be directed to:

Mark DiBlasi, CPPB, Contract Specialist II — Email contracts@mesc.org
Craig A. McKee, CPPB, Director of Contracting Programs — (928) 753-6945

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

June 24, 2009

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

ADDENDUM 2
REQUEST FOR PROPOSAL 09D-0716
JOB ORDER CONTRACTING FOR VARIOUS CONSTRUCTION TRADES

This Addendum 2 is hereby made part of the contract documents and shall be included in all proposals. Offerors shall acknowledge receipt of this Addendum 2 by including this page, signing and dating the following statement:

Addendum 2 acknowledged by _____

Printed name and title _____

Date _____

Place the signed Addendum 2 after Tab 1 in your proposal binder.

CORRECTION OF RFP PREPARATION & CHECKLIST:
The RFP Preparation & Checklist on page 3 of RFP 09D-0716 contained several errors. Please replace page 3 of RFP 09D-0716 with the following page of Addendum 2 in your submitted proposal. The names of Tab 1 - Tab 4 on the RFP Preparation & Checklist (page 3) have been changed to match the names of Tab 1 - Tab 4 of the Proposal Submittal form (page 45).

Questions regarding this addendum should be directed to:
Mark DiBlasi, CPPB, Contract Specialist II — Email contracts@mesc.org
Craig A. McKee, CPPB, Director of Contracting Programs — (928) 753-6945

Tom Peeler, Executive Director

July 1, 2009

RFP Preparation & Checklist

Review this document in its entirety to make sure you fully understand the products and services that we are requesting. Please do not assume that a particular form, section, specification or information does not or should not apply to you. Contact Mohave with any questions that you may have.

We have included this preparation form and checklist to assist you in preparing your response. Follow each step, placing the required information in your response binder in the proper place. **All of the items listed below are required**. Initial next to each item to indicate completion.

To be considered, your proposal must arrive at Mohave's Kingman office (211 N. 7th St, Kingman AZ 86401) on or before 3:00 p.m. MST on Thursday, July 16, 2009.

Offeror shall organize the proposal in the following manner:

_____ **Step ONE:**
Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to call for clarification on any items in this solicitation.

_____ **Step TWO:**
Obtain six sets of three-hole punched index dividers with 9 tabs. Each copy of your proposal shall be submitted in a separate 3-ring binder.

Step THREE:

Tab 1: **Introduction**

_____ The Offer and Contract Award page **is signed** and placed after Tab 1.

_____ Addendum, if any, are placed after Tab 1.

Tab 2: **The Offer**

_____ Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract, and place after Tab 2.

Tab 3: **General Terms and Conditions and Standard Terms & Conditions for Construction**

_____ A completed copy of the General Terms & Conditions (pages 5-28) is placed after Tab 3.

_____ A copy of the General Terms and Conditions Acceptance Form (page 29) is placed after Tab 3. Any exceptions to the General Terms and Conditions are noted and explained.

Tab 4: **Vendor Qualifications**

_____ A complete response to the Offeror Qualifications (Appendix A) is placed after Tab 4.

_____ The financial documents requested in the Offeror Qualifications are placed after Tab 4.

_____ The certificate of insurance requested in the Offeror Qualifications is placed after Tab 4.

_____ Supplementary information (3.0 questions) is placed after Tab 4.

Tab 5: **Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

625 E. Beale St.
Kingman, AZ 86401
(928) 753-6945 • Fax (928) 718-3232

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June 24, 2009

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Tom Peeler, Executive Director

July 1, 2009

RFP Preparation & Checklist

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Tab 5: **Special Terms and Conditions, Scope of Work and Specifications**

_____ A completed copy of the Special Terms and Conditions is placed after Tab 5.

Place after Tab 3

CANCELLATION

Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contractor files for bankruptcy protection, or is acquired by an independent third party.

Cancellation for conflict of interest: Pursuant to ARS §38-511, Mohave may cancel this contract or any purchase order issued under this contract within three (3) years after contract execution, for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Mohave shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. Cancellation shall be effective when the contractor receives written notice of the cancellation, unless the notice specifies a later time.

Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or contractor deficiency: Mohave may terminate any contract if members have not used the contract in any 12-month period, or if purchase orders total less than $100,000 per year. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contractor will not or cannot perform the requirements of the contract;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work; and/or
- Accepting non-Mohave reviewed purchase orders (under the contract).

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Mohave. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the member on demand.

Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

Contractor cancellation: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

Continuation of performance: Contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

Gratuities: Mohave may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of Mohave with a view toward securing a contract or with respect to the performance of this contact. Paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

CERTIFICATION

By signing the Offer and Contract Award page (page 2 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 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, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate offeror's business. Offeror shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS § 31-1461).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contractor by Mohave.
- If awarded a contract, offeror will provide the equipment, commodities, and/or services to members of Mohave Educational Services Cooperative, Inc. in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Offeror does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

CLARIFICATION/DISCUSSIONS

Clarifications: Clarification means communication with offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by offeror. Clarification does not give offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

Discussions: After the initial receipt of proposals, Mohave reserves the right to conduct discussions with those offerors whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Mohave and offeror are conducted for the purpose of clarifications involving information essential for determining the acceptability of a proposal or that provides offeror an opportunity to revise or modify its proposal. Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

CONFIDENTIAL INFORMATION

Confidential information request: If offeror believes that its proposal contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall determine in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination.

Pricing: Mohave will not consider pricing to be confidential or proprietary.

Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, under the supervision of Mohave, by appointment, at 625 E. Beale Street, Kingman, Arizona.

COOPERATIVE PURCHASING

Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts will not be considered.

Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under ARS §41-2632 through §41-2634.

Cooperative purchasing contracts: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements.

DELIVERY

Default in one installment to constitute total breach: Contractor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any member under this contract.

Defective goods: Contractor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contractor shall arrange for return shipment of damaged or defective goods.

Delivery time: Delivery is desired within thirty (30) days of receipt of purchase order. Exceptions should be listed by offeror. Delivery time is of the essence and failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

Improper delivery: Unless contrary to other parts of this solicitation, if the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) will not be allowed. Contractor may waive restocking fees. Shipping charges on returns must be identified in Tab 7.

ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the overview of the category of contract materials or services. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contractor.

EVALUATION & AWARD

Basis of award: In accordance with R7-2-1041 through R7-2-1050 and ARS §41-2578, award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. Mohave reserves the right, but is not required to use model projects to determine the most advantageous cost proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.

Best and final offers: Mohave reserves the right to conduct discussions with, or require presentations from, responsible offerors for the purpose of clarification, and to request best and final offers before a contract is awarded.

Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Deviations and exceptions to requirements: Deviations or exceptions stipulated in a proposal may result in disqualification. Language to the effect that offeror does not consider this solicitation part of the contract may result in rejection of the proposal.

Evaluation criteria: The evaluation criteria for this solicitation, and the maximum points for each, are as follows:

Criteria	Points
Technical Proposal Evaluation	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's safety plan & record	5
Offeror's financial capacity	5
Information from references, PPI information and other pertinent information	5
Technical Proposal Total	**100**
Price Proposal Evaluation	
Cost	15
Other appropriate evaluations described in R7-2-1046: transportation costs; energy costs; ownership costs; life cycle costs	5
Price Proposal Total	**20**
Grand Total	**120**

Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

Maximum job order: No specific job order under an awarded contract shall exceed $1,000,000. A specific single project is defined as, "one or more facilities at a single location, at a common location or if for a similar purpose, at multiple locations." (ARS §34-101.26)

Method of evaluation: Mohave shall select a committee of not more than seven (7) members to evaluate the proposals. Composition of the committee shall be in compliance with ARS §41-2578.C.2. Step 1 of the evaluation shall be a review of initial technical proposals. Step 2 of the evaluation will be a review of the price proposals submitted by offerors with acceptable technical proposals.

Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Offeror should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies.

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 Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

EVALUATION & AWARD (con't)

Past performance information: Past Performance Information (PPI) is relevant information regarding a contractor's actions under previously awarded contracts to schools and local, state or federal agencies. It includes contractor's record of performance under such contracts including, but not limited to conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

Total costs: Total member costs include energy, facilities, repair costs, present values of moneys, vendor charges, personnel costs and all other identifiable member costs. Vendor charges include all the costs of vendor support, materials, transportation and all other identifiable costs associated with the proposal. Vendor costs means the costs of all hardware, materials, software, transportation, vendor support and all other identifiable costs associated with the proposal. Vendor support means services provided by the vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

FEDERAL & STATE REQUIREMENTS

Business Operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor shall not have scrutinized business operations in Sudan and/or Iran

Compliance with Federal and state requirements: Contractor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contractor must submit weekly payroll records to the member. Contractor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with state of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with Federal grant monies, contractor additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85, subpart 36 – procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: section 306 of the Clean Air Act; section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.

Compliance with workforce requirements: Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

[To register for E-Verify, go to: https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

FEDERAL & STATE REQUIREMENTS (con't)

Contractor Employee Work Eligibility: By entering into the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Mohave and or Mohave members may request verification of compliance from any contractor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contractor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary for compliance are the responsibility of the contractor.

Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

FORM OF CONTRACT

Contract type: The contract shall be a requirements contract for indefinite quantities of construction priced by means of a coefficient applied to an approved Unit Price Book.

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Mohave and/or member to sign an additional contract, a copy of the proposed contract must be included with the proposal.

FORM OF CONTRACT (con't)

Vendor contract documents: Mohave will review proposed vendor contract documents. Vendor's contract document shall not become part of Mohave's contract with vendor unless and until an authorized representative of Mohave reviews it.

Parol evidence: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

INDEMNIFICATION

General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contractor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

Modification by member: Contractor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contractor. However, one member's action will not preclude contractor's obligation to others not having modified their equipment or software.

Patent and copyright indemnification: To the extent permitted by law, contractor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contractor of any claim for which it may be liable under this paragraph.

INSTALLATION

Equipment installation should be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

INQUIRIES

Any question related to this solicitation shall be directed to Mohave. Mohave may require any and all questions to be submitted in writing. Mailed inquiries should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiries may be faxed (928-718-3238) or e-mailed to *contracts@mesc.org* or via phone (928-753-6945).

INSURANCE

Liability insurance: Unless otherwise modified elsewhere in this solicitation, prior to commencing services under this contract, contractor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than $1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contact.

Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

Workers compensation insurance: Contractor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contractor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

LICENSES (con't)

Contractor's license: Contractor for Job Order Contracting construction services shall be licensed to perform construction pursuant to Title 32, Chapter 10. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

MAINTENANCE

Maintenance facilities and support: It is preferred that each contractor should have maintenance facilities and a maintenance support system available for servicing units in all parts of Arizona. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state. It is preferred that maintenance service in metropolitan areas of Arizona be available within eight hours; service in rural areas within 24 hours, or next day. Maintenance facilities must have sufficient parts inventory to provide quality service on units sold to members.

MANUFACTURER'S REPRESENTATIVE

Manufacturer support: Offerors submitting proposals as a manufacturer's representative must be able, if requested, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late offers: Except as authorized by ARS §41-2534 and/or R7-2-1044, late offers shall not be considered. Late offers will be returned, unopened, within ten (10) days of request.

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

Withdrawal of proposal: At any time prior to the specified due date and time, offeror may withdraw his proposal. After the opening time and date, proposals may not be withdrawn, except as allowed by R7-2-1049.

ORDERING CYCLE

Acceptance of orders by Contractor: All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contractor may only refuse a Mohave approved order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation.

Acceptance of orders by Mohave: This contract is for the sole use of Mohave and its Members. Mohave reserves the right to require Contractor to reject any purchase orders received from Members based on this contract, without cause.

Audit of Contract Activity: Mohave will audit some of the purchases made under this contract. The Contractor agrees to provide all documentation necessary for Mohave to audit purchases made under contract including invoices, credits and statements issued to Members.

Contractor contacts: Contractor agrees to assign only one contact person for each of the following: administration, audit, escalation and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment. Any such orders must be in the possession of Mohave within a reasonable amount of time.

Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

ORDERING CYCLE (con't)

Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

OVERVIEW

Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contractor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

Assignment: Contractor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contractor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contractor of its decision within fifteen (15) days of receipt of written notice from contractor.

Audit rights: In accordance with applicable Arizona law, contractor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in ARS § 41-2548.

Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

Construction services: Construction, and one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of Job Order Contracting.

Contract claims or controversies: The requirements of the Arizona State Board of Education School District Procurement Rules and the Arizona State Procurement Code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

Eligible agencies: Any contract awarded from this solicitation shall be available to any and all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public heath institution that is a political subdivision for purposes of federal income tax or meets the requirements of section 115 of the Internal Revenue Code. Mohave has over 390 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

Liens/serial numbers: All materials and services shall be free of liens. Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Nonresponsive offer: Any statement of qualifications that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

OVERVIEW (con't)

Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

Offeror qualifications: Offeror shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or services offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

Order cycle overview:

1. Member forwards purchase orders to Mohave. Vendor listed on purchase order is contract vendor.
2. Mohave emails Member order to contract vendor.
3. Contract vendor provides product/services.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends Usage and Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Specifications and scope of work
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

Removal from potential bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted, may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Requests for Proposals for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

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 invalid provision or application.

Subcontractor: A person who contracts to perform work or render service to a contractor or to another subcontractor as a part of a contract with Mohave.

Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

PAYMENT

Billing: All invoices shall list the applicable Member purchase order number and Mohave contract number. Contractor will invoice Members directly. Late fees are not permitted. All transactions are payable in U.S. currency only.

Contacting Member about payment: Contractor may contact Member for payment for a product or service delivered to the Member under the contract. Such contact shall be professional and courteous.

Correct billing: Contractor's invoice must match the purchase order. If discovered, incorrect invoices resulting in excess charges must be corrected by Contractor, no matter the cause of the error. Any excess payment must be returned to Member within thirty (30) days, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, vendor may invoice at the current contract price.

Credit hold: Contractor agrees to advise Mohave's Accounting Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

Overpayment: Contractor shall reimburse member for any overpayment reported to contractor within the time allowed by law.

Payment time: Payment terms are Net thirty (30) days from receipt of Contractor's invoice.

Progress payments: Mohave will permit Members to make progress payments under the following conditions: 1) Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) Member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with Member's local governing entity rules and any and all other applicable state rules and regulations.

Quick pay discounts: Quick pay discounts may be offered directly to Members, provided they have received the materials or services, and that such discounts are available equally to all Members. Mohave must approve such discounts, in writing.

Reporting and Payment of Administration Fees to Mohave: The Contractor agrees to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, and credit/return information for all paid invoices in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and Contractor. The initial due date shall be the **10th, 20th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the Contractor will provide notice of no activity. A sample reconciliation report is available at our website (www.mesc.org/solicitations/sample_recon.xls)

Vendor invoice: Vendor shall invoice Member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Vendor shall invoice Member for the item cost(s) including Mohave's administration fee, calculated at .0099 of the original subtotal amount. The Mohave administrative fee shall not be calculated on ancillary charges. (E.g. performance bonds, shipping, transaction privilege tax, travel, lodging, M&IE, permits, etc.)

Vendor payment: Member shall issue payment to vendor after receipt of invoice.

PREPARATION OF PROPOSAL & PROPOSAL FORMAT

Amendment of proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of the solicitation.

Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered.

Proposal submittal: ***One (1) original and five (5) copies of the Technical Proposal and one (1) original and one (1) copy of the Price Proposal*** shall be submitted on the forms and in the format contained in the solicitation. All proposals shall contain all descriptive literature, specifications, samples, etc. All proposals and copies are to be submitted in three-ring loose-leaf binders.

Proposals must be completed in ink, on a computer, or typewritten. No pencil submissions are allowed. Forms may be filled out by hand, but must be legible. Illegible or vague offers may be rejected.

Receipt of proposals: Proposals must be in the actual possession of Mohave on or prior to the exact time and date set for proposal opening.

Sealed envelope or package: Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation.

Signature(s) on proposals: The offer and contract award document must be submitted with an original ink signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

Wording in response: Offeror shall indicate "comply" or "deviate" for each specification where requested in proposal document. Details for any and all deviations shall be provided, as requested. Deviations may be accepted or rejected by Mohave, and Mohave's decision shall be final.

PRICING

Administration fee: Mohave's 1% administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices.

Application of pricing: The date Mohave receives a member's purchase order will determine the contract pricing that is in effect for that order.

Basis for pricing: Contract pricing under this RFP must be based upon a coefficient to be applied to an approved master price book. Additionally, firm fixed pricing may be offered for professional services and/or maintenance services.

Coefficients: A coefficient will be applied to the UPB. The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine the member's purchase price.

Effect of price: The cost or price of offeror's goods or services will not cancel technical competence as identified in solicitation. Cost is an important factor. However, no contract shall be awarded solely on the basis of price.

PRICING (con't)

Meals and incidental expenses (M&IE), transportation and lodging: Contractor may charge for meals, transportation and lodging costs for out of area employees working in state under this contract. Such charges shall not exceed current rates authorized for Arizona state employees. Current rates, as used by contractors, may increase or decrease as updated by the Arizona Department of Administration. Lodging varies by time of year and location. Receipts may be required for reimbursement.

Most favored customer: Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contractor assigns to Mohave any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Mohave. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Contractor shall offer Mohave any published price reduction during the contract period.

Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Special academic pricing shall be available to all eligible members. Mohave must approve special pricing before it is offered to any member.

Unit price book: Offeror shall provide the name and date of the unit price book to which the coefficient will be applied. Submission of outdated unit price books may result in rejection of the proposal.

Unit price book copies: The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

PROTESTS

Protests shall be filed with the district representative Tom Peeler, the Executive Director of Mohave, and shall be resolved in accordance with ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, MST. A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

SAMPLES

Sample evaluation: Samples will be compared to proposal specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.

Sample requirements: Samples may be required prior to awarding a contract. Offeror shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.

Sample submittals: Samples shall be free of charge and submitted and removed by offeror at offeror's expense. Award samples may be held for comparison with deliveries. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to offeror will be considered abandoned, and Mohave shall have the right to dispose of them.

SHIPPING

Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract. Title to an undivided share or quantity of an identified mass of fungible goods will not pass to member until a separation of purchased share has been made, delivered and received.

Shipment under reservation: Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be prepaid and the actual cost added to the invoice. Shipping charges as a percentage of purchase price may be offered, if offeror agrees that member will not be charged more than the actual invoiced amount for shipping. If contractor requires member to pay for shipping, weight of the empty container and any material used for packing shall be of the lightest weight practical for safe delivery of the contents.

Shipping errors/risk of transportation: Shipping errors will be at contractor's expense. If contractor ships a product that was not ordered, contractor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contractor's responsibility. Contractor shall file all claims for visible or concealed damage. Mohave or member will notify contractor promptly of any damaged goods and shall assist contractor in arranging for inspection.

SITE REQUIREMENTS

Cleanup: Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Contractor Employee Fingerprinting: If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. § 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Member's Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. § 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district.

Additionally, contractor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

SITE REQUIREMENTS (con't)

Preparation: Contractor shall not begin a project for which member has not prepared the site, unless contractor does the preparation work at no cost, or until member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion. Contractor must identify any additional costs associated with compliance of this term. Include such costs in Tab 6. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Contractor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Stored materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

SPECIFICATIONS

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict offeror from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offeror shall provide an explanation for each deviation to the specifications. Failure to detail deviations may result in rejection of the proposal.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

SUBCONTRACTORS

Awarding subcontracts: Offeror agrees that any subcontract competitively solicited by contractor will not be awarded solely upon membership or non-membership in a union or professional association.

Entering subcontracts: Contractor shall not enter into any subcontract subject to this solicitation without prior approval from Mohave. Any such subcontract shall incorporate by reference the terms and conditions of the Mohave contract..

Prime contractor: Contractor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost proposal to member.

Subcontractor payment: Contractor agrees to pay subcontractors in a timely manner, in no case more than 14 days after receipt of payment from Mohave member, as required in ARS §32-1129. If contractor receives any interest monies for delay of payment from member [A.C.C. R7-2-1115 I], contractor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in ARS §32-1129 (E). Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

Use of subcontractors: Labor used throughout the work shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay, and that will, in no case or under any circumstances, cause any disturbance, interference or delay to the progress of the project. Subcontractor and lower-tier subcontractors shall not employ in subcontract work anyone whose employment may be objected to by prime contractor or member. Should workers performing work covered by a subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstance shall be deemed a failure of subcontractor subject to the conditions and terms above.

SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

TAXES

Federal excise tax: Most members are exempt from paying Federal Excise Tax.

Indian reservation or tribal tax: If goods or services are subject to Indian reservation or tribal tax, Contractor shall include such taxes as a separate item on the original invoice to the Member.

Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2) Contractors who lease equipment that is subject to property taxes may not invoice Mohave or its Arizona public members for property taxes. Contractors who sell contracts to third parties shall inform the owner of a lease contract that no Arizona property taxes are allowed and will not be collected by Mohave.

Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering member determines if and when transaction privilege taxes are to be applied. Documentation for members who do not pay Transaction privilege tax is available upon request. Contractor is responsible for charging taxes correctly.

TAXES (con't)

Taxes on construction: Contractors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contractor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Taxes on shipping: Transaction privilege tax may not be collected on delivery charges to the member's location if separately stated on the invoice (Arizona Administrative Code, R15-5-133A).

TERM OF CONTRACT AND EXTENSION

Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between Mohave and contractor, the contract may be extended for up to four consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by Mohave.

Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

WARRANTY/QUALITY GUARANTEE

Fitness: Contractor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract and all representations of contractor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to Mohave by its member.

Quality: Unless otherwise modified elsewhere in this solicitation, contractor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

1. Of a quality to pass without objection in the industry or trade normally associated with them;
2. Fit for the intended purpose(s) for which they are used;
3. Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
4. Adequately contained, packaged and marked as the contract may require; and
5. Conform to the written promises or affirmations of fact made by contractor.

Warranty requirements: Contractor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. All equipment should carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contractor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contractor charges member for a replacement part it received at no cost under a warranty.

BID SECURITY

Amount of bid security: All offerors for a contract under this RFP must include acceptable bid security in the amount of **$33,689** with the submission of their offer.

Bid security requirement: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

Form of bid security: Acceptable bid security for this RFP will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C)]. Bid security may be provided using a form similar to the Arizona Department of Administration State Purchasing Office (SPO) Form 301A with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. being the Agency of Record. (See last pages of this RFP for forms.)

CHANGE ORDERS

Adherence to specifications and drawings: The contractor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contractors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

Change order requirement: Member and contractor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Mohave shall notify contractor of approval of the change prior to contractor starting the revised work.

Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the prime contractor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope and needs to be documented.

Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contractor, shall be borne by the contractor, and the contractor shall not be entitled to reimbursement for such costs.

CONSTRUCTION CONTRACTS

Buyer delays: As required by ARS §15-213 (D), the prime contractor will negotiate with Mohave member for the recovery of damages related to expenses incurred by the contractor for a delay for which the Mohave member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the prime contractor by the Mohave member.

Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required. The fact that a current owner has an existing contract should not be a factor in the sale of the company.

CONSTRUCTION CONTRACTS (con't)

Construction contract requirement: In any contract between the prime contractor and a Mohave member based on this contract, the terms and conditions of this contract will prevail. In any contract between the Mohave member and the prime contractor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county, and state offices needed to accomplish the work. The actual cost of permits and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

Form of construction contracts: A contract between member and contractor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

Member representative: All formal contact between the contractor and/or contractor's personnel and the Mohave member shall be processed through the member representative. The buying Mohave member shall designate the member representative at the time of purchase.

Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

Work performed by the buying member: Work to be performed by the Mohave member must be clearly described and agreed to by the buyer prior to project start up.

CONSTRUCTION SCHEDULE

Schedule adjustment: The Mohave Member retains the right to extend the schedule of work or to suspend the work and to direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

Schedule requirement: The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The buyer shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contractor to complete the project on schedule.

COORDINATION

Conflict with member activities: The contractor and member shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contractor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

Coordination with other contractors: The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

Interruption of other work: The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

DELIVERY OF CONSTRUCTION MATERIALS:

Condition of materials on delivery: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and prime contractor's name. Damaged or unlabeled materials will not be accepted.

Delivery requirement: The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's contact person.

Precautions: The contractor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

INSURANCE

Course of Construction Insurance: Upon request from member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property.

Deductibles: Contractor shall pay the deductibles required by the insurance provided under this agreement.

Indemnification: During the life of the contract, contractor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contractor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contractor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contractor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contractor shall provide Mohave and/or member with a certificate of insurance naming Mohave and/or the buying member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the Owner has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

Scope of Insurance: Contractor's insurance shall provide adequate protection for contractor and contractor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) or Great Britain, and licensed or authorized to do business in Arizona.

LABOR PRACTICES

Labor practices: The prime contractor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the Mohave member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Mohave member must be limited to only those approved by the Mohave member.

Labor requirements: The method and manner of performance must be stated: employees of the prime contractor are not employees of the Mohave member; the level of competency of the personnel will be subject to approval by the Mohave member; the prime contractor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the prime contractor will use to guarantee safe job practices relating to the health and welfare of the member employees and company employees will be clearly stated.

Quality control: The member shall have the right to require the contractor to remove from the project any employee or representative of the contractor, its subcontractors or suppliers that the buyer may deem incompetent, careless, insubordinate, or otherwise unacceptable.

LABOR PRACTICES (con't)

Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

Supervision: The contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the member and the contractor and must be agreed upon in writing prior to start up. If the Mohave member declines a liquidate damages or early incentive agreement, the contractor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other Member costs will be identified in writing and agreed upon.

PERFORMANCE AND PAYMENT BONDS

Form of performance and payment bonds: Performance bonds between the member and the prime contractor shall be on forms similar to SPO Form 302. Payment bonds between the member and the prime contractor shall be on forms similar to SPO Form 303.

Issuing performance and payment bonds: Upon execution of a contract between a Mohave member and the prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1112 (A, B, C, D). The prime contractor agrees to notify the Mohave member in writing of this requirement before accepting any work orders.

If the prime contractor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contractor will supply Mohave with a copy of the bonds for our records, upon request.

Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in Arizona.

PROGRESS PAYMENTS

Progress Payments on Construction: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS §41-2577 (B) (D) (F). All progress payments must be invoiced to the Member; it is the responsibility of the Mohave Member to review and approve any estimates of work completed. If the Mohave Member issues a written statement to the offeror that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

PROGRESS PAYMENTS (con't)

Schedule of payments: Once all bonds are in place, the prime contractor and the Member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the Mohave member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1115 I.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified by Mohave member within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B)]. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract and that payments must be made by the member before Mohave member can issue progress payments. The prime contractor must provide Mohave member with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

PROJECT ADVERTISING

The prime contractor must agree that the Mohave member reserves the right to release information about the project and that any advertising of the project by the prime contractor must be approved by an authorized official of the member.

PROJECT COMPLETION

Project documents: Upon completion of the work, the contractor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PUBLIC WORKS

Preservation: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

Receipt of public funds: Contractors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

Residency requirement: ARS § 34-302 says that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contractor to comply with these laws, when applicable.

Restoration: The contractor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense, and is not subject to reimbursement by the buyer.

PUBLIC WORKS (con't)

Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public building" means a building or appurtenance to a building that is built in whole or in part with public monies. (see ARS § 34-461)

RETENTION

Fifty percent completion adjustments: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention requirement: Ten (10) percent of all contract payments shall be retained by the Member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to Member for each progress payment

Substitute security: If the member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E). If a substitute security is agreed to, the prime contractor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, the member, or the prime contractor in relationship to the security assigned.

RULES, REGULATIONS AND CODES

Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the buyer of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise Mohave member contact person whenever work is expected to be hazardous to school children, district employees and/or operators.

SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing printed by the Corporate and Financial Affairs Division of the Arizona Department of Insurance, 2910 North 44th Street, Suite 210, Phoenix, AZ 85018-7256, (800) 544-9208.

WARRANTY/MAINTENANCE CONTRACTS

Extended warranties/service contracts: The prime contractor or a manufacturer may offer extended warranties available at extra cost for Mohave members that agree to a maintenance contract. The maintenance contract must be offered as a separate line item. Upon request, training must be offered by the prime contractor for the maintenance staff of the buyer and will be arranged before installation as part of the purchase contract. This training will be priced per contract pricing.

Warranty work: The contractor will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

WORKSITE

Site access: The Member must provide an all-weather road to the site and prepare the site with room for construction equipment.

Site conditions: The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Stored Materials: Upon prior written agreement between the contractor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all Work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

General Terms & Conditions Acceptance Form

Place after Tab 3

Signature on page two certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions to the general terms and conditions
(Note: If none are listed below, it is understood that no exceptions are taken.)

☐ We take the following exceptions to the general terms and conditions (Provide details on your exceptions below):
(Note: Unacceptable exceptions may remove your proposal for consideration of award.)

Place after Tab 5

Special Terms and Conditions and Scope of Work and Specifications Acceptance Form

Signature on page two certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions and Scope of Work and Specifications:

☒ We take no exceptions to the special terms and conditions and scope of work and specifications
(*Note: If none are listed below, it is understood that no exceptions are taken.)*

☐ We take the following exceptions to the special terms and conditions and scope of work and specifications conditions (Provide details on your exceptions below):
(*Note: Unacceptable exceptions may remove your proposal for consideration of award.*)

Place after Tab 5

Mohave desires to contract with a responsible firm or firms to provide Job Order Contracting (JOC) construction services to its members. The work will include minor construction, repair, rehabilitation, and alteration services for a wide variety of educational, other government and not for profit agencies.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project, or job order, is issued, the member and the contractor agree on the scope and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Because any work under this contract will be on a job order basis, exact project specifications are not available. General specifications are included in the solicitation and form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include any generally accepted practice in the construction industry.

Mohave has current contracts for related work (i.e., roofing, painting, paving, plumbing, HVAC, etc.). Any contract(s) awarded under this RFP are in addition to, but will not replace those contracts. The Mohave member shall retain the right to determine which contracts are in their best interests.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternate solutions, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

Two vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts for FY2008 was $23,240,677, and year to date activity for FY2009 is $9,819,911. Mohave anticipates that annual contract volume from this solicitation will equal or exceed the FY2009 amount. This information is provided as an aid to vendors in preparing proposals only. It is not to be considered a guarantee of volume under an awarded contract. The successful offeror(s)' discount and pricing schedule shall apply regardless of the volume of business under the contract.

1.0 Special Terms and Conditions

The following special terms and conditions are in addition to the applicable General Terms and Conditions that appear on pages 5-28. Please review them and complete the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form (page 43). Place page 43 after Tab 5.

1.1 After receipt and opening of preliminary technical proposals, Mohave reserves the right to conduct interviews with those offerors who submit technical proposals reasonably susceptible of being selected for award. Following interviews, offerors with acceptable preliminary technical proposals may be requested to submit final technical proposals by means of a best and final offer.

1.2 ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

1.3 Each firm may only respond to the division or divisions authorized by Mohave.

1.4 Mohave reserves the right to award contracts by division (i.e., Division 2-Existing Conditions, Division 26-Electrical, etc.), by general contract (a master contractor to coordinate the work of all Divisions) or both. Mohave will choose the award it determines to be in the members' best interests, and Mohave's decision shall be final.

1.5 Contractor is not required to be licensed to perform construction if the firm performing the construction is so licensed. Contractor shall ensure that all firms are properly licensed for performing work under the contract.

1.6 This RFP is issued in accordance with ARS §41-2578.

1.0 Special Terms and Conditions (con't)

1.7 Prices under the contract will be based upon the UPB. The UPB is the current edition of RS MEANS Facilities Construction Cost Data, supplemented by the current editions of Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, and Concrete & Masonry Cost Data. Mohave will coordinate quarterly updates with any awarded contract vendors.

1.8 A coefficient will be applied to the unit prices in the (UPB). The coefficient is the multiplier (i.e., .95) that is applied to all UPB prices to determine member's purchase price. The coefficient must contain all costs other than those contained in the UPB including, but not limited to the direct cost of doing the work, overhead and profit.

1.9 The performance bond and payment bond for each job order shall cover the full amount of construction under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an estimate of the amount of construction that will be done under the contract by individual members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

1.10 Member may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools); or less than an amount determined by a non-school member. When bonds are not used, the contractor will be paid upon the completion of the project.

1.11 All equipment, tools and machines used in the performance of this work will be maintained in satisfactory working condition at all times.

1.12 If the contractor subcontracts or intends to subcontract part or all of the work under a job order:

The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders.

A copy of the descriptions of all standard individual tasks on which subcontractor is invited to bid and a copy of standard unit prices for individual tasks on which subcontractor is invited to bid.

1.13 If not previously delivered to subcontractor, the contractor has a duty to promptly deliver the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

A copy of the description of each standard individual task that is included in the job order and subcontractor is invited to perform.

The number of units of each standard individual task that is included in the job order and subcontractor is invited to perform.

The standard unit price for each standard individual task that is included in the job order and subcontractor is invited to perform.

1.14 The contractor, in consultation with member, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project.

1.15 The contractor shall carefully examine all required elements of a project to be performed under this contract before submitting a quote or proposal.

1.16 The contractor shall promptly notify member if he finds any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for any project. Member will issue written instructions upon such notification. Member shall not be responsible for oral instructions or information.

1.17 All materials and articles of any kind are subject to prior approval by member.

1.0 Special Terms and Conditions (con't)

1.18 The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed.

1.19 Mohave's membership is diverse. The contractor shall ensure all work is performed in compliance with all rules, regulations, ordinances, laws, and statutes applicable to the member for whom the work is performed.

1.20 In addition to any other warranties in this contract, the contractor shall warrant that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the contractor or any subcontractor or supplier.

1.21 Warranty shall continue for a period of one (1) year from date of final acceptance of the work. If member takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date member takes possession.

1.22 The contractor shall remedy at contractor's expense any failure to conform or any defect. In addition, the contractor shall remedy at contractor's expense any damage to member-owned or controlled real or personal property, when that damage is the result of contractor's failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished. The contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

1.23 If the contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, member shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at contractor's expense.

1.24 No specific job order under this contract shall exceed $1,000,000, or the amount set by applicable law at the time of the job order. (Cities and Counties are allowed to change that amount to a higher threshold.) A definition of job order is not found in the law. For this contract, a job order is defined as, "A project that is constructed at a single location, at a common location or for a common purpose."

1.25 Retention shall not be allowed for any progress payments made under this contract.

1.26 The successful contractor shall furnish Mohave with adequate copies of the approved unit price book to facilitate eligible procurement agencies in placing orders. These copies will be provided for both the procurement and accounting specialists, to be assigned to an awarded contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book.

2.0 Scope of work and specifications

Offerors will respond to each numbered item by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Details for deviations will be listed by item number on the Special Terms and Conditions and Scope of Work and Specifications Acceptance Form. (page 43) Place pages 30-37 after Tab 5.

Requirement		Comply	Deviate*
2.1	**General**		
2.1.01	Contractor and/or subcontractor performing the work shall be properly licensed to perform that work.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

	Requirement	Comply	Deviate*
2.1	**General (con't)**		
2.1.02	Contractor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with member. **All required bonds will be provided to member prior to starting the work.**	X	
2.1.03	All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contractor shall make himself and his personnel aware of such instructions.	X	
2.1.04	If contractor prepares drawings, member shall approve them prior to starting any work.	X	
2.1.05	Contractor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	
2.1.06	Contractor's work responsibility shall include all contractor planning, programming, administration and management necessary to provide all construction and related services as specified. Contractor shall perform the work in strict accordance with the contract and all applicable federal, state and local laws, regulations, codes, or directives.	X	
2.1.07	Contractor shall ensure all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.	X	
2.1.08	Contractor shall provide related services such as preparing and submitting required reports, performing administrative work, and submitting necessary information as specified under this contract and within individual job orders.	X	
2.1.09	Member shall make all reasonably required amounts of utilities available to contractor from existing outlets and supplies, at no additional cost to contractor.	X	
2.1.10	Where existing utilities are not available at the project site, contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections and distribution lines. Before final acceptance of the work by member, contractor shall remove all temporary connections, distribution lines, meters, etc.	X	
2.1.11	Contractor shall conduct a pre-final inspection prior to requesting a final inspection with the member. Any discrepancies shall be corrected prior to final inspection.	X	
2.1.12	A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with member. Member, or designee will perform final inspection with contractor. Any discrepancies will be noted and corrected within the time specified by member prior to payment.	X	
2.1.13	Prior to performance of final inspection, contractor shall submit and have member approve all submittals, as-built drawings and manuals.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

Requirement		Comply	Deviate*
2.1	**General (con't)**		
2.1.14	During progress of the job, contractor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contractor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.	X	
2.1.15	In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines.	X	
2.1.16	Contractor shall provide reproducible, professional drafting quality drawings with final record drawings when member furnishes reproducible design drawings or contractor develops detailed working drawings. The drawings shall be provided in accordance with industry standards.	X	
2.1.17	Contractor's personnel may be permitted to use toilet facilities on the premises subject to approval from member. In the event none are available, contractor shall, at his expense, provide portable facilities, as required.	X	
2.1.18	The area where work is to be performed may be occupied by member during construction period. Contractor shall have access to that portion of the area within which work is to be performed. Movement of contractor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work area.	X	
2.1.19	Contractor shall not build upon or conceal defective work or materials.	X	
2.1.20	Materials classified by member as salvageable shall remain property of member and shall be delivered as designated by member.	X	
2.1.21	Materials not classified as salvageable or repairable by member shall be disposed of in accordance with applicable federal, state and local rules, regulations, statutes, and ordnances.	X	
2.1.22	Contractor shall immediately notify member if asbestos is identified in the work area. Member will provide further instructions to contractor.	X	
2.1.23	Prior to final acceptance and payment, contractor shall submit manufacturers' original operation and maintenance manuals to member for all applicable equipment and materials. Contractor shall conduct a training session to brief member personnel on operation and maintenance procedures of such equipment and materials.	X	
2.1.24	Contractor shall ensure all work areas that may pose a hazard to building occupants are adequately identified and secured at all times.	X	
2.1.25	Equipment and materials must be produced by manufacturers and fabricators regularly engaged in manufacture of similar items and with a history of successful production acceptable to member.	X	
2.1.26	All materials furnished under the contract shall be new, of the latest design, of good quality, free from defects, and in compliance with the specifications and scope of work.	X	
2.1.27	All materials and equipment furnished under the contract must be of brands and models acceptable to member.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

	Requirement	Comply	Deviate*
2.2	**Pricing**		
2.2.01	Contract pricing will be based upon a coefficient to be applied to an approved Unit Price Book (UPB).	X	
2.2.02	The UPB shall be the current edition of RS MEANS Facilities Construction Cost Data.	X	
2.2.03	Use of current editions of RS MEANS Building Construction Cost Data, Repair and Remodeling Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data.	X	
2.2.04	The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.	X	
2.2.05	Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates,	X	
2.2.06	The total value of applicable line items and quantities will be multiplied by the appropriate City Cost Index and the specified coefficient to determine the lump sum cost of each job order.	X	
2.2.07	Contractor shall provide member with an itemized project cost prior to starting any job order. Project cost shall include: UPB Name / UPB Date / Date of Quote Line Number / Item Number / Item Description Number of Units / Unit Price / Total Line Cost Line Items Sub Total / Coefficient Amount / Grand Total	X	
2.2.08	Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation will be included in the line item cost sheet.	X	
2.2.09	If like items cannot be found in the UPB, contractor will obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave will determine the most appropriate quote to use for adding the item to the UPB.	X	
2.2.10	Upon approval from Mohave, the non pre-priced item will become part of the UPB and available for any job order. Contractor shall not provide a new item unless and until Mohave approves it.	X	
2.2.11	A coefficient to be applied to the cost of non pre-priced items will be provided.	X	
2.2.12	Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member.	X	
2.2.13	Coefficients shall be extended no more than two decimal places.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

	Requirement	Comply	Deviate*
2.2	**Pricing (con't)**		
2.2.14	Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general & administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with environmental and other applicable laws; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; and all contingencies connected to performing the work. ***No additional payment will be allowed for these items.***	X	
2.2.15	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.	X	
2.2.16	UPB Division 1 sections before 54, Temporary Construction, are excluded from the contract, except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual & unforeseen circumstances.	X	
2.2.17	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0500 through 1750 01 45 23.50-0010 through 8000 01 51 13.80-0010 through 0700	X	
2.2.18	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.	X	
2.2.19	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.	X	
2.3	**Specifications for the Work**		
2.3.01	Specifications for the work are attached (Attachment 1). All work shall be performed in accordance with the attached specifications.	X	
2.3.02	Contractor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all applicable rules, regulations, statutes, ordinances, codes, and standards.	X	
2.3.03	Contractor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract.	X	
2.3.04	Prior to starting any work, contractor shall notify member of any specification that is in conflict with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution that is in compliance.	X	
2.3.05	When any aspect of a project is not covered by a specification, building code or standard, the minimum standard for good and workmanlike construction shall be established usage, procedures and acceptable industry practices prevailing in the United States of America.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

2.0 Scope of work and specifications (con't)

	Requirement	Comply	Deviate*
2.3	**Specifications for the Work (con't)**		
2.3.06	No products that contain asbestos fibers will be used.	X	
2.3.07	Removal of any vinyl-asbestos tile or other flooring with asbestos fibers will be accomplished following all local, state and federal laws for the handling and disposal of asbestos.	X	
2.3.08	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contractor will not make adjustments to or alter in any manner member's existing facilities without prior approval from member.	X	
2.3.09	Upon completion of the work, worksite must be clean and free from debris.	X	
2.4	**Services**		
2.4.01	Upon request from member, contractor shall obtain the permits required for a job order. Member shall reimburse contractor for actual cost of such permits. No amount for overhead and profit will be allowed.	X	
2.4.02	Upon request from member, and if included in the awarded contract, contractor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing construction services.	X	
2.4.03	Design services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	X	
2.4.04	Upon request from member, and if included in the awarded contract, contractor shall provide engineering services related to the job order.	X	
2.4.05	Engineering services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	X	
2.4.06	Upon request from member, and if included in the awarded contract, contractor shall provide maintenance services related to the job order.	X	
2.4.07	Maintenance services shall be provided in accordance with applicable federal, state, local, and industry rules, regulations, statutes, ordnances, standards, and guidelines.	X	
2.4.08	There shall be no charge for repair services prior to expiration of the warranty period.	X	

***Deviations must be listed on the Special Terms & Conditions and Scope of Work and Specifications Acceptance Form (page 43). List the specification number for each deviation.**

Appendix B: Questionnaire for Offeror

Place after Tab 7

1. Provide Arizona Transaction Privilege (Sales) Tax License Number: **07606925X**

   Do you collect city, county and/or other local sales tax in Arizona? Yes _____ No **X**
   Please check one:

   ☐ City, county and/or other local sales tax rate is __%.

   ☐ City, county and/or other local sales tax rate varies by ship-to address.

2. For products on your price list, is shipping/handling included in the price? Yes ____ No **X**

   If No, estimate S/H on purchases: **S/H is not applicable to this job order contract**

3. Mohave is established to offer a cooperative purchasing program "which can be accomplished more efficiently and economically as a multi-district or multi-county operation."

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to approximately 400 member agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes **X** *No* ___

   If No, what efficiencies and economies would members receive from a contract based on your proposal?

   _____

   _____

   _____

4. List applicable Arizona Contractor's licenses held by your company.

Name of licensee	Classification	Number
Centennial Contractors Enterprises, Inc.	**B-01**	**ROC165431**

5. Address for purchase orders: **Centennial Contractors Enterprises, Inc.**

   Attention of the **Corresponding Field Office (Please see below).**_____

   Street Address _____ Mailing Address _____

   City _____ State _____ ZIP _____

   Fax _____

   Email Address _____

Mohave North (Phoenix and Flagstaff) **1616 E. Indian School Road, Ste 200** **Phoenix, Arizona 85016** **Fax: (602) 230-2521** **Email: BJenkins@cce-inc.com (Bill Jenkins)**	**Mohave South** **3925 East 29th Street, Suite 404** **Tucson, Arizona 85712** **Fax (520) 298-7355** **Email: CBeauregard@cce-inc.com (Beau Beauregard)**

Place after Tab 7

6. Contacts for Mohave.

Main Mohave representative _____**Please see attached**_____
(Shall be the main point of contact for Members. Shall be responsible for handling information requests from Members.)

Title _____ Email address _____
Phone number _____ Fax _____

Name of contact for RFP/contract _____**Please see attached**_____
(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title _____ Email address _____
Phone number _____ Fax _____

Name of contact for Escalation _____**Please see attached**_____
(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract.)

Title _____ Email address _____
Phone number _____ Fax _____

Audit Contact: **Mr. David Harris** Email address: **DHarris@cce-inc.com**
(Shall be the main point of contact for Mohave accounting specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Reconciliation Contact **Ms. Clara Kim** Email address **CKim@cce-inc.com**
(Shall be the main point of contact for the reconciliation report.)

Payment remittance address: **Centennial Contractors Enterprises, Inc. Accounts Receivable**

Mohave North (Phoenix and Flagstaff)
1616 E. Indian School Road, Ste 200
Phoenix, Arizona 85016
Fax: (602) 230-2521
Email: BJenkins@cce-inc.com

Mohave South
3925 East 29th Street, Suite 404
Tucson, Arizona 85712
Fax (520) 298-7355
Email: CBeauregard@cce-inc.com

7. Sales support by region (If you have representatives other than the Arizona Representative listed above.)

Name	Region served	Phone
Ms. Lisa Cooley	**Statewide**	**(505) 239-3446**

8. Indicate if your offer is regional or statewide. Regional _____ Statewide **X**

If regional, indicate the regions in Arizona you will service. _____

9. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
Yes ____ No **X** If Yes, what is the discount for 10 days? _____ 20 days? _____

10. What is your general website (Internet) address? **www.cce-inc.com**

Appendix B: Questionnaire for Offeror

Attachment to Question 6: Contacts for Mohave

Main Mohave Representative
The following members of our team will serve as the main representatives for this contract and will be responsible for handling information requests from members:

Mohave South-
Mr. Charles (Beau) Beauregard
Email: CBeauregard@cce-inc.com
Phone (520) 298-7350
Fax: (520) 298-7355

Mohave North-
Mr. William (Bill) Jenkins (Mohave North)
Email: BJenkins@cce-inc.com
Phone: (602) 230-9987
Fax: (602) 230-2521

Name of Contact for RFP/contract:
The following members of our team will serve as the main points of contact for Mohave procurement/contract specialists and shall be responsible for handling information requests from the Mohave specialists:

Mohave South-
Mr. Charles (Beau) Beauregard
Email: CBeauregard@cce-inc.com
Phone (520) 298-7350
Fax: (520) 298-7355

Mohave North-
Mr. William (Bill) Jenkins (Mohave North)
Email: BJenkins@cce-inc.com
Phone: (602) 230-9987
Fax: (602) 230-2521

Name of contact for Escalation:
The following individuals shall be the main points of contact when an issue needs to be escalated above the main contact for the RFP/contract:

Mr. Mark Baier, Program Manager
Email: MBaier@cce-inc.com
Phone: (520) 266-2170 (cell)
Fax: (520) 298-7355

In the event that any Mohave representative or customer is unable to achieve successful satisfaction of their issue after speaking with our main points of contact or Mr. Baier, the following individuals are available to respond to their needs:

Mr. Brent LeVander, Senior Vice President of Operations, Western Region
Email: BLeVander@cce-inc.com
Phone: (253) 377-2784 (cell)

Mr. Mark Bailey, President
Email: MBailey@cce-inc.com
Phone: (703) 287-0000

Appendix C: Support and Maintenance Plans

Place after Tab 7

Provide the requested information for warranty and maintenance service offered by your firm, if applicable.

Do you provide warranty and maintenance for the items in the proposal? Yes [X] No [ ] If no, how do members obtain warranty and maintenance service?

Centennial's Project Manager/Estimator assigned to the job order has the primary responsibility to complete warranty issues. Once Centennial is contacted by the buyer that there is a warranty issue, it is entered into the Warranty Control Log which tracks the progress from identification through resolution, and acceptance by the buyer. All warranty issues will be completed as soon as possible—generally within 2 days of notification.

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Mohave North Office, 1616 E. Indian School Road, Suite 200, Phoenix, AZ 85016

Mohave South Office, 3925 East 29th Street, Suite 404, Tucson, AZ 85712

Mohave North-Flagstaff Office, 210 North Park Street, Suite 2, Flagstaff, AZ 86001

Provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the information for all facilities. Attach a list if necessary.

Mohave North: Mr. Bill Jenkins (602) 230-9987

Mohave South: Mr. Charles "Beau" Beauregard (520) 298-7350

If the number above is not a toll-free number, will you accept collect calls at that number? Yes [X] No [ ]

Do you provide technical help via phone? Yes [X] No [ ] If yes, provide a phone number and contact.

Mohave North: Bill Jenkins (602) 230-9987; Mohave South: Beau Beauregard (520) 298-7350

Describe the steps a member should take to activate a warranty, if any. **A member only need contact Mr. Jenkins, Mr. Beauregard, or their assigned Project Manager/Estimator to initiate warranty work.**

Do you offer extended warranty or maintenance service plans? Yes [X] No [ ] If yes, provide a summary of the plans here and place any sample forms after Tab 8. **Maintenance or extended warranty services will be priced as a non-prepriced item based on subcontractor and/or vendor written quotations for the proposed maintenance work. Prices will be based on the scope of work.**

Include pricing for extended warranty or maintenance service plans in your discount and price schedule. (Tab 6.) **Please see this information in our Price Proposal.**

Appendix D: Manufacturer's Representative Information & Business Ownership

Place after Tab 7

Manufacturer's Representative Information

Check all that apply

__X__ Offeror is authorized to submit a proposal for the specified services and can provide the equipment if awarded a contract.

__X__ Offeror is a bona fide dealer for the services in the proposal.

_____ Offeror is the manufacturer of the services in the proposal.

Business Ownership: Gender/Ethnic Group

(Used for reporting. Not a factor in contract award.)

If total combined minority ownership (woman/ethnic or multi-ethnic) is at least 51%, please check the appropriate groups and indicate the percent of ownership for each. To qualify for ownership in a single group, at least 51% of the firm's ownership must be held by a person or persons of the select group. Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege licensed **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

1. Woman owned _____%
2. Anglo owned **100%** %
3. Hispanic owned _____%
4. African American owned _____%
5. Native American owned _____%
6. Asian owned _____%
7. N/A (government, nonprofit, etc.) _____%

Appendix E: Telecommunications Systems Compliance Worksheet

Place after Tab 7

The Arizona Procurement Code requires that all public agencies purchasing telecommunications systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of telecommunications systems that cost over $100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Telecommunications systems" means a system costing more than one hundred thousand dollars, including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

To assist in evaluating your proposal, please check and complete the applicable section below.

☐ **We are exempt from ARS §41-2553 because we are not offering telecommunications systems.**

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per member or contract.**

☐ **We will respond to the information below because the systems we sell may exceed $100,000 per member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 84 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____ 60 months ____ 84 months ____ 120 months ____ other

B. Using a life cycle of 84 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? 100% after 1 year; 86% after 2 years; 71% after 3 years; 28% after 5 years; 0 % after 7 years.

____ Yes ____ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13%; 3rd year, 15%; 4th year, 18%; 5-7th year, 21%.

____ Yes ____ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

Initial cost	$100,000
Maintenance costs	$109,000
Residual value	-0-
Total Life Cycle Costs	$209,000 or $29,858 per year

____ Yes ____ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the telecommunications systems offered by reduction in program costs and/or by increases in productivity of users.

_____

_____

Appendix F: Information Systems Compliance Worksheet

Place after Tab 7

The Arizona procurement code requires that all public agencies purchasing information systems be aware that the costs involved include more than the costs of purchase and installation, but future repair costs, financing costs, training and support fees, and other less obvious costs. These costs represent the total member and total life cycle costs. The law requires that any vendor of information systems that cost over $100,000 include the total life cycle costs, total member costs, and application benefits for the proposed purchase.

"Information systems" means a system of hardware, software or vendor support costing more than one hundred thousand dollars that processes information or data by electronic data processing methods and devices.

To assist in evaluating your proposal, please check and complete the applicable section below.

☐ **We are exempt from ARS §41-2553 because we are not offering information systems.**

☐ **We are exempt from ARS §41-2553 because the systems we sell will not exceed $100,000 per member or contract.**

☐ **We will respond to the information below because the systems we sell may exceed $100,000 per member or contract.**

A. Our research indicates that for some communications equipment, the average expected life cycle is 60 months. For the purpose of this RFP, what is the useful life of the equipment being offered?

____ 60 months ____ 48 months ____ 36 months ____ other

B. Using a life cycle of 60 months, do you accept the following rates as substantially accurate in representing the remaining values under normal depreciation of equipment? after 1 year, 100 %; after 2 years, 84%; after 3 years, 64%; after 4 years, 30%; after 5 years, 10%.

____ Yes ____ No (If No, attach separate worksheet showing remaining value after depreciation.)

C. Do you accept the following costs as reflective of actual costs for yearly maintenance contracts based on a percentage of the net cost of equipment purchased? 1st year, no cost (warranty); 2nd year, 13% of cost; 3rd year, 15% of cost; 4th year, 18% of cost; 5th year, 21% of cost.

____ Yes ____ No (If No, attach separate worksheet showing yearly maintenance costs.)

D. Using the figures in A-C above, do you agree that the following projections are reflective of life cycle costs for a $100,000 purchase of your equipment?

Initial cost	$100,000
Maintenance costs	67,000
Residual value	-10,000
TOTAL LIFE CYCLE COSTS	$157,000 or $31,400 per year

____ Yes ____ No (If no, attach separate worksheet showing life cycle cost.)

E. Identify where in your proposal the application benefits of the equipment you offer are described. Application benefits means a quantified assessment of the benefits to be achieved by the information systems offered by reduction in program costs and/or by increases in productivity of users.

_____

_____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT, Centennial Contractors Enterprises, Inc. (hereinafter called Principal), as Principal, and Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of CT, with its principal office in the city of, Hartford, CT, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc in the State of Arizona, (hereinafter called the Obligee) in the amount of Thirty Three Thousand Six Hundred Eighty* (Dollars) ($33,689), for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. *Nine & 00/100

WHEREAS, the Principal has submitted a bid for

Job Order Contracting for Various Construction Trades
Solicitation No.: 09D-0716

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 16th day of July, 20 09

Centennial Contractors Enterprises, Inc.
PRINCIPAL SEAL

Mark E. Bailey
President

BY

Travelers Casualty and Surety Company of America
SURETY SEAL

Eugene P. Dessureau

BY Eugene P. Dessureau
Attorney-in-Fact

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221332 **Certificate No.** 003077218

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Eugene P. Dessureau, Stephen W. Freeman, Robert E. Walsh, Michele E. H. Blanco, Michael A. Youngblut, and Andrew E. Strand

of the City of Chevy Chase, State of Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of June, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 19th day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

58440-5-07 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 20 09.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

General JOC Contract Amendment

- Only contracts 09D-CENT-0902 and 09D-SDB-0902 have been amended. The other JOC contracts are unchanged.
- The amendments were effective 4/8/11.
- The amendments provide optional open book pricing.
- Open book pricing essentially consists of firm subcontractor price quotes, JOC vendor general conditions, general and administrative costs (G&A) and profit multipliers, tax and bond.
- The G&A and profit multipliers are fixed.
- General conditions are specific to each job in order to lower cost to member.
- Members must choose to use either UPB or open book pricing **before** requesting quote.
- Members must stick with chosen price method, even if they feel that the method chosen results in higher pricing than they expected.
- Price summary and general conditions spreadsheets are to be provided for each Member purchase order.
- JOC vendor must list all subcontractor quotes on the price summary.
- Vendor selects subcontractor, however the Member may object to any chosen subcontractors.
- The price summary must specify the vendor name and provide an explanation for any rejected low quote.
- Copies of subcontractor quotes are provided to members upon request.
- The general conditions spreadsheet is designed to charge admin fee only on applicable items.
- JOC vendors have also been reminded about charging admin fee only on applicable items.
- The procurement review should include ensuring spreadsheets are submitted and complete, calculations are correct, specifics are provided for rejected low sub quotes, and that the admin fee is charged correctly. *Copies of sub quotes should not be requested unless required to approve the member PO.*
- Accounting may request copies of sub quotes if they are material to the audit.
- Projects that include preconstruction services must use the UPB pricing methodology as the basis for that pricing. For projects using these preconstruction services, both UPB and Open Book pricing methodology may be used - UPB for the preconstruction portion, and Open Book for the rest of the project. This is the only scenario that would allow for the use of both methodologies.

4/12/11, JTP
1st Revision 4/18/11, MWD
2nd Revision 10/18/12, MWD

MOHAVE JOC CONTRACT NO. 9D-CENT-0902

Member	XXXXXXXXXXXXXXXXXX	**Date**	XX/XX/XX
Project Title	XXXXXXXXXXXXXXXXXX	**CCE#**	71860-XXXX
Project Location	Phoenix, Arizona	**Rate**	8.80%
Select Tax Location	Maricopa-Chandler	**Effective Rate**	5.720%

Direct Project Cost

Division/Specialty	#	Quote Summary Subcontractor	Quote Amount	Selected Quote
1 - CSI Division (Selected Subcontractor)	1	test	$25,000.00	$25,000.00
	2			
	3			
2 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
3 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
4 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
5 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
6 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
7 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			
8 - CSI Division (Selected Subcontractor)	1			$0.00
	2			
	3			

		% of Direct Cost	
(INCLUDE AS DIRECTED BY OWNER) - Project Contingency	Project Contingency	0.00%	$0.00

Subtotal 1 (Total Direct Project Cost)	$	25,000.00
General Conditions (GCs) From Worksheet, Not To Exceed 28%	$	8,046.65
Subtotal 2 (Direct Project Cost + GCs)	$	33,046.65
General & Administrative Cost (G&A) 7.4% of Subtotal 2	$	2,445.45
Subtotal 3 (Subtotal 2 + G&A)	$	35,492.11
Profit 6.9% of Subtotal 3	$	2,448.96
Subtotal 4 (Subtotal 3 + Profit)	$	37,941.06
Bond 0.825% of Subtotal 4 (Minimum $300 Charge)	$	313.01
Subtotal 5 (Subtotal 4 + Bond)	$	38,254.08
Effective Tax Rate (65% of Construction Activities)		5.7200%
Tax	$	2,188.13
Tero Fee & Tribal Tax Rates		0.00%
Tero Fee & Tribal Tax	$	-
Grand Total (Subtotal 5 + Tax)	$	40,442.21

*** Provide vendor name & explanation if low quote is not selected.**

Cost Code	Item Description	% Utilization	Quantity	Unit of Measure	Unit Price	Total	Remarks
Program Personnel							
00611	Regional Operations Manager	1.62%	12	MO	$ 2,785.01	$ 541.41	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Senior Site Representative	1.62%	12	MO	$ 3,182.87	$ 618.75	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Safety Manager	1.62%	12	MO	$ 1,974.83	$ 383.91	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
00611	Administrative Assistant	1.62%	12	MO	$ 1,736.11	$ 337.50	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
Project Personnel							
00611	Project Manager	100.0%	35	HRS	$ 50.59	$ 1,770.58	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Estimator	100.0%	20	HRS	$ 50.00	$ 1,000.00	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Senior Superintendent	0.0%	0	HRS	$ 49.48	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Superintendent	0.0%	0	HRS	$ 44.60	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	CQC Inspector	0.0%	0	HRS	$ 39.06	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
00611	Field Engineer	0.0%	0	HRS	$ 33.85	$ -	To be actual direct unit cost (yearly salary) of employee utilized on project x unit quality
Personnel Subtotal						$ 4,652.14	Total direct salary cost
Personnel Burden @ 28%						$ 1,302.60	Burden cost at actual auditable % from corporate office burden (benefits paid)
Personnel Total (Subtotal + Burden)						**$ 5,954.74**	
Program General Conditions							
00584	Local Office Expenses	1.62%	12	MO	$ 8,702.14	$ 1,691.70	Auditable program cost to total projected contract volume divided by project cost = volume utilization %
Project General Conditions (Admin Fee Items)							
00220	Site Visits / Scope Development - Pre Construction Service	0.0%	0	LS (Lump Sum)	$ -	$ -	To be cost involved in scope and proposal effort - pre construction services
00320	Initial Surveys / Incidental Design	0.0%	1	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00360	Permit applications	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00490	Project Documents Reproductions	0.0%	1	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00500	Plans / Specs / Drawings /	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00501	As Builts/ O&M Manuals - Closeout Documents	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00503	Construction Photos	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00510	Badges & Clearances	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00510	Temporary Electric	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00511	Electricity Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00512	Water Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00513	Temporary Toilet Usage	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00517	Cellular / Mobile Service	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00520	Cleaning Service/Final Clean	0.0%	0	SQFT	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Tonnage	0.0%	0	TON	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Rental	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00524	Trash Service - Dumps	0.0%	0	DUMP	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00530	Temp. Fences & Barriers	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00531	Materials	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00554	Small Tools	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00558	Vehicle Fuel & Maintenance	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00566	Building Permits	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00580	Project ID Signs	0.0%	0	EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00584	Field Office Expense	0.0%	0	MO	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00650	Safety Related -(Labor)	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00651	Safety Related -(Materials)	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%	0	LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
Project General Conditions (Non-Admin Fee Items)							
00562	Mileage Reimbursement	0.0%		MILES	$ 0.55	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00565	Licensing & Permits	0.0%		LS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00570	Travel - Transport - Airfare	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00570	Travel - Transport - Car Rental	0.0%		DAYS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00571	Travel - Lodging	0.0%		DAYS	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00573	Travel - Meals	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00000	TBD	0.0%		EA	$ -	$ -	To be actual cost or estimated value for project x unit quanity to complete project (if any)
00703	Builders Risk @ .0003 of total	0.0%	0	LS	$ 0.0003	$ 11.25	To be auditable Insurance Cost
00703	General Liability @ .0025 of DC	0.0%	0	LS	$ 0.0025	$ 62.50	To be auditable Insurance Cost
Mohave Admin Fee							
General Conditions Items Subject To Admin Fee						$ 7,646.44	
Direct Construction Cost						$ 25,000.00	
Subtotal						$ 32,646.44	
00704	Mohave Admin Fee 1%				1%	$ 326.46	MOHAVE Fee - Adminfeeable items
Total General Conditions For This Project							
					Adminfeeable General Conditions Total	**$ 7,646.44**	

Award Notification
Via Email

Debra Dowden-Crockett
Centennial Contractors Enterprises, Inc.
8/14/09

Congratulations, Centennial Contractors Enterprises, Inc.'s response has been awarded a contract under RFP 09D-0716. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Centennial Contractors Enterprises, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB
Director of Contracting Programs

NOTES ON AWARD FOR: Centennial Contractors Enterprises, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi- mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be availably equally.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is Centennial Contractors Enterprises, Inc.
2. Mohave emails Member order to Centennial Contractors Enterprises, Inc.
3. Centennial Contractors Enterprises, Inc. provides product/services.
4. Centennial Contractors Enterprises, Inc. invoices Member.
5. Member pays Centennial Contractors Enterprises, Inc.
6. Centennial Contractors Enterprises, Inc. sends Usage and Reconciliation Report to Mohave.
7. Centennial Contractors Enterprises, Inc. remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 30th of the month.
- The 2009 RS Means Facilities Construction Cost Book will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 09D-0716 (page 17, **Unit Price Book Copies**) you are required to furnish Mohave with adequate copies of the approved unit price book listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. **Since we have the 2009 RS Means pricing information on file for your existing contract, you will not need to provide new copies until 2010.**
- Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.

- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools). **All required bonds will be provided to member prior to starting the work.**
- Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools); or less than an amount determined by a non-school member.
- All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.

TJD 8/14/09

Offer and Contract Award

Place after Tab 1

RFP 09D-0716
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number: 54-1580153

Company Name: Centennial Contractors Enterprises, Inc.

Address: 8500 Leesburg Pike, Suite 500 City: Vienna State: VA Zip: 22182

Telephone Number: (703) 287-3054 Fax: (703) 287-0015

Printed Name: Debra Dowden-Crockett Title: Vice President

Authorized Signature _____

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 09D-CENT-0902

Awarded this 2ND day of SEPTEMBER 2009.

_____
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

RFP 09D-0716
Job Order Contracting for Various Construction Trades
August 5, 2009
MWD

Awarded as recommended
T. Peeler, 8/10/09

Recommended for award
Centennial Contractors Enterprises, Inc.
Parsons Commercial Technology Group, Inc.
SDB, Inc.
Bel-Aire Mechanical, Inc.
Pueblo Mechanical & Controls, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria set forth in the solicitation and the required scoring methodology. All vendors were determined to be responsible.

The offers were compared using the criteria set forth in the solicitation, the required scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Division	BC	CM	HS	MD	MC	Avg. Rank
Centennial Contractors Enterprises, Inc	General Contractor	1	2	1	1	1	**1.2**
Parsons Commercial Technology Group, Inc.	General Contractor	2	1	2	2	2	**1.8**
SDB, Inc.	General Contractor	3	3	3	3	3	**3**
Pueblo Mechanical & Controls, Inc.	23 - HVAC	1	1	1	1	1	**1**
Bel-Aire Mechanical, Inc.	23 - HVAC	2	2	2	2	2	**2**
Interstate Mechanical Corp.	23 - HVAC	3	3	3	3	3	**3**

The solicitation authorized a multiple award. The evaluation committee determined that one award for general contractors or for the Division 23 (HVAC) would not be advantageous to our members, nor sufficient to meet the members' varied needs, based on usage under previous contracts and estimated usage under new contracts. Prior to the recent economic downturn, usage of Mohave's JOC contracts was growing each year. In considering the budgetary restraints and purchasing staff reductions that our members are experiencing, the evaluation committee determined that having an additional general contractor, and the addition of two Division 23 (HVAC) contractors, would help with the potential increase in usage of Mohave's cooperative contracts.

The evaluation committee reviewed all of the associated costs included in the proposals. The evaluation committee determined that the only information that was applicable for item 10 on the evaluation score sheet were transportation costs. Any offerors who did not charge travel, M&IE or mobilization fees were given a score of 5 for Item 10 on the score sheet. Offerers who did charge travel, M&IE or mobilization fees were given a lower score of 4 for Item 10 on the score sheet.

The evaluation committee assigned a calculated score for Item 9 on the evaluation score sheet. Price scores were assigned points from 15-0 based on a comparison of each offeror's required coefficient. The same common pricing score was used by all evaluators.

RFP 09D-0716 Award Recommendation (Con't)

The coefficients provided by Interstate Mechancial Corporation were a two-part formula that required clarificaiton. A clarification phone call was made to Bill Thompson by the evaluation committee on 7/30/09. That call confirmed our understanding that the coefficient provided by Interstate Mechancial Corporation was a two-part formula, to be applied to the "material and labor bare cost" columns, instead of the required "Total including O&P" columns of the RS Means UPB. This did not meet specification 2.2.04, which required "*The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*" As such, Interstate Mechancial Corporation received a 0 for Item 9 on the scoresheet.

Details for the recommended awards are as follows:

- Centennial Contractors Enterprises, Inc. was the number one overall scoring offer among the general contractors.
- Parsons Commercial Technology Group, Inc. was the number two overall scoring offer among the general contractors.
- SDB, Inc. was the number three overall scoring offer among the general contractors.

- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes the quarterly HVACR price guide for determining pricing, instead of the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.
- Bel-Aire Mechanical, Inc. was the number two overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes a combination of MCAA (Mechanical Contractors Association of America) labor tables, along with the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.

The evaluation committee determined that the recommended award constitutes the least number of awards required to meet the members' requirements and needs. The ability to perform under an awarded contract, experience in providing the requested products and services, the type of services offered, the existing use of JOC contracts and pricing were all factors in this determination. The committee also determined that the recommended awards should have the ability to satisfactorily respond to any growth in the use of job order contracting for various construction trades contracts by our membership.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List.

Not recommended for award

Interstate Mechanical Corporation: This proposal received scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Note: Arizona state JOC procurement rules require one licensed architect or engineer, and one senior management level employee of a construction firm to be part of the evaluation committee for RFQ 09D-0514 and RFP 09D-0716.

For RFQ 09D-0514 and RFP 09D-0716 we used the following outside volunteers:

Bob Carlson - Betnor, Inc. - Senior Management Employee
Herb Schneider - Schneider, Shay, Pian, Pittenger Architects, LLP - Architect

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ARIZONA COOPERATIVE PURCHASING

8/1/2013

Extension of Contract

Mark Burridge
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
Phoenix, AZ North-85014/South-85711

RE: Contract # 09D-CENT-0902 Extension Agreement made by and between Centennial Contractors Enterprises, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 09D-CENT-0902 for a period of one (1) year, beginning 9/02/2013. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Centennial Contractors Enterprises, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature M E Bailey Title President and CEO

Typed/Printed Name Mark E. Bailey Date 08/02/2013

Please check the information below.

POs Att: Order Desk
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
Phoenix, AZ North-85014/South-85711

Remit to: Centennial Contractors Enterprises, Inc.
Accounts Receivable
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
North-Phoenix/South-Tucson, AZ North-85014/South-85711

Member Contact: Charlie Bowers
Contract Administrator: Mark Burridge
Phone Number: North-602-230-9987/South-520-298-7350
Fax Number: North-602-230-2521/South-520-298-7355

If both pages of this notice are not received at Mohave's Kingman office on or before 9/02/2013, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-CENT-0902 effective 9/02/2013, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

Pricing Update

We list your contract as utilizing Coefficient applies to RS Means. Please confirm the following regarding pricing under your contract:

X Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 9/02/2013.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We will provide new price lists/catalog by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:

If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

Vendor Benefits Description (continued)

Centennial provides performance-based job order contracting and is a leader in providing the best value when innovation, responsiveness, safety, and quality of work are critical. We are adept at partnering with our customers to successfully develop projects with minimal design and specifications and/or budgetary and schedule challenges. We are also committed to providing sustainable solutions as a part of project delivery and our teams are highly qualified to implement our knowledge and expertise in the achievement of your sustainability goals.

Our project teams based in the Flagstaff, Tucson, and Phoenix areas support repair, renovation, and infrastructure upgrades across Arizona and have been serving members of Mohave throughout the state since 2001. Customers include K-12, higher education, healthcare, agencies, and city and county government facilities and infrastructure. We strongly believe in supporting our customers and their respective communities by utilizing local, small and disadvantaged businesses, who contribute their specialized expertise to enhance the quality of Centennial's services on each project.

We will focus on construction solutions integrated with your individual needs, budgets, and operations. We commit to working closely with you to fully understand your mission; customer satisfaction is **the** measure of our success.

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email nancy@mesc.org or phone 928-718-3228.

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WWW.MESC.ORG

8/7/2012

Extension of Contract

Tracy Kerns
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
North-Phoenix/South-Tucson, AZ North-85014/South-85711

RE: Contract # 09D-CENT-0902 Extension Agreement made by and between Centennial Contractors Enterprises, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-CENT-0902 for a period of one (1) year, beginning 9/02/2012. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Centennial Contractors Enterprises, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature _____ Title President/CEO

Typed/Printed Name Mark E. Bailey Date August 20, 2012

Please check the information below.

POs Att: Order Desk
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
North-Phoenix/South-Tucson, AZ North-85014/South-85711

Remit to: Centennial Contractors Enterprises, Inc.
Accounts Receivable
(North)3877 N. 7th Street, Suite 190(South) 1801 S. Alvernon Way, Suite 102
North-Phoenix/South-Tucson, AZ North-85014/South-85711

Member Contact: Charlie Bowers Phone Number: North-602-230-9987/South-520-298-7350 Fax Number: North-602-230-2521/South-520-298-7355 Contract Administrator: Tracy Kerns

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org. Email any corrections to contracts@mesc.org

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If both pages of this notice are not received at Mohave's Kingman office on or before 9/02/2012, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-CENT-0902 effective 9/02/2012, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that

date

Extension of Contract

Centennial Contractors Enterprises, Inc. **09D-CENT-0902**

Pricing Update:

We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:

X **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**
* contract based on RS Means co-efficient pricing to hold pricing per terms of contract with quarterly RS Means adjustments

N/A **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.**

N/A **We will provide new catalogs by _____(insert date)**

N/A **I intend to provide pricing _____(insert date)**

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

Centennial provides comprehensive sustainable solutions for facilities - could include energy audits/re-commissioning of facilities and energy savings pre-constructions services to assist clients in development of sustainable projects.

What products or services in your contract support environmental protection and sustainability?

Various - construction services - LED Lighting, Systems Controls, Solar (PV), Irrigation Controls - Energy Savings/Reduction and enhanced building envelops.

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

Various - construction services - LED Lighting, Systems Controls, Solar (PV), Irrigation Controls - Energy Savings/Reduction and enhanced building envelops.

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

Many of Centennial employees carry LEED AP or LEED GA certifications

What testing or certifications (such as LEED certification) do the products or services in your offer support?

Many of Centennial employees carry LEED AP or LEED GA certifications - Each office employs a stainability coordinator which performs stainability reviews on the projects Centennial performs for our clients.

Any other "green" considerations we should make members aware of?

_____

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WWW.MESC.ORG

8/22/2011

Extension of Contract

Mark Baier
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 3925 East 29th St. Ste. 404
North-Phoenix/South-Tucson, AZ North-85014/South-85712

RE: Contract # 09D-CENT-0902 Extension Agreement made by and between Centennial Contractors Enterprises, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-CENT-0902 for a period of one (1) year, beginning 9/02/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Centennial Contractors Enterprises, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature_____ Title President & CEO

Typed/Printed Name Mark E. Bailey Date 8.25.11

Please check the information below.

POs Att: Order Desk
Centennial Contractors Enterprises, Inc.
(North)3877 N. 7th Street, Suite 190(South) 3925 East 29th St. Ste. 404
North-Phoenix/South-Tucson, AZ North-85014/South-85712

Remit to: Centennial Contractors Enterprises, Inc.
Accounts Receivable
(North)3877 N. 7th Street, Suite 190(South) 3925 East 29th St. Ste. 404
North-Phoenix/South-Tucson, AZ North-85014/South-85712

Member Contact: Charlie Bowers Phone Number: North-602-230-9987/South-520-298-7350 Fax Number: North-602-230-2521/South-520-298-7355 Contract Administrator: Mark Baier

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org. Email any corrections to contracts@mesc.org

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If both pages of this notice are not received at Mohave's Kingman office on or before 9/02/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-CENT-0902 effective 9/02/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

Centennial Contractors Enterprises, Inc. **09D-CENT-0902**

Pricing Update:

We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:

_____ **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

_____ **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.**

_____ **We will provide new catalogs by _____(insert date)**

_____**I intend to provide pricing _____(insert date)**

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

_____

What products or services in your contract support environmental protection and sustainability?

_____

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

_____

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

_____

What testing or certifications (such as LEED certification) do the products or services in your offer support?

_____

Any other "green" considerations we should make members aware of?

_____

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.
www.mesc.org

Serving Arizona Since 1971

▶ 625 E. Beale St., Kingman, AZ 86401
▶ PHONE: (928) 753-6945 ▶ FAX: (928) 718-3232

9/21/2010

Extension of Contract

Mark Baier
Centennial Contractors Enterprises, Inc.
(North)1616 E. Indian School Rd., Ste. 200/(South) 3925 East 29th St. Ste. 404
North-Phoenix, AZ 85016/South-Tucson,AZ
85712, AZ North-85016/South-85712

RE: Contract # 09D-CENT-0902 Extension Agreement made by and between Centennial Contractors Enterprises, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-CENT-0902 for a period of one year (1) year, beginning 9/02/2010. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Centennial Contractors Enterprises, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature _____ Title PRESIDENT / CEO

Typed/Printed Name MARK E. BAILEY Date 9.22.10

Please check the information below.

POs Att: Order Desk
Centennial Contractors Enterprises, Inc.
(North)1616 E. Indian School Rd., Ste. 200/(South) 3925 East 29th St. Ste. 404
North-Phoenix, AZ 85016/South-Tucson,AZ
85712, AZ North-85016/South-85712

Remit to: Centennial Contractors Enterprises, Inc.
Accounts Receivable
(North)1616 E. Indian School Rd., Ste. 200/(South) 3925 East 29th St. Ste. 404
North-Phoenix, AZ 85016/South-Tucson, AZ
85712, AZ North-85016/South-85712

Member Contact: Charles Beauregard-South/William Jenkins-North Phone Number: North-602-230-9987/South-520-298-7350 Fax Number: North-602-230-2521/South-520-298-7355 Contract Administrator: Mark Baier

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org. Email any corrections to contracts@mesc.org

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If both pages of this notice are not received at Mohave's Kingman office on or before 9/02/2010, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-CENT-0902 effective 9/02/2010, send a notice of such to (928) 718-3238 or

Extension of Contract

Centennial Contractors Enterprises, Inc. **09D-CENT-0902**

Pricing Update:

We list your contract as having predominantly Coefficient applies to RS Means pricing. Please check the applicable lines below:

__X__ **Our contract has fixed prices. We agree to hold the current prices until the next anniversary.**

_____ **Our contract has percentage off retail pricing. The current price lists/catalogs are still applicable.**

_____ **We will provide new catalogs by** _____**(insert date)**

__X__ **I intend to provide pricing** ON ALTERNATE PRICING **(insert date)**
WHEN DECISION MADE (JOC)

Remember that you cannot quote any new items or new pricing unless and until it has been approved by Mohave. Your pricing on file at Mohave is in effect until we have approved new pricing.

Email is preferred for price updates. Please identify any new items you may be proposing.

Green contracting:

In our ongoing commitment to green procurement, we ask you to review the following with regard to your contract:

Are there environmental protection and sustainability considerations that could be added into your contract?

ALL COVERED THROUGH R.S. MEANS JOC

What products or services in your contract support environmental protection and sustainability?

GREEN / SUSTAINABILITY PRODUCTS AND CONSTRUCTION AVAILABLE THROUGH RS MEANS JOC

Identify the services in your contract generally accepted as environmentally friendly and sustainable:

USE OF LOW VOC MATERIALS, ENERGY-EFFICIENT LIGHTING AND CONTROL SYSTEMS, USE OF GREEN PRACTICES IN CONSTRUCTION, RE-USE OF MATERIALS, RECYCLING OF MATERIALS, USE OF RENEWABLE MATERIALS, LED LIGHTING

What, if any, testing or certification substantiates that the products or services in the contract protect the environment and improve sustainability?

AS REQUIRED AND UTILIZED THROUGH RS MEANS JOC

What testing or certifications (such as LEED certification) do the products or services in your offer support?

LEED AP EMPLOYEES

Any other "green" considerations we should make members aware of?

ENERGY AUDITS THROUGH JOC AND AFFILIATED WITH OUR PARTNER COMPANY "GREEN IDEAS". BRIGHT PHASE ENERGY PRODUCTS.

United States Environmental Protection Agency

This is to certify that

LEAD-SAFE EPA CERTIFIED FIRM

Centennial Contractors Enterprises, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 28, 2015

NAT-26920-1

Certification #

April 15, 2010

Issued On

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

Mohave Contract
09D-CENT-0902

Centennial Contractors
Enterprises, Inc
Via Email

February 11, 2013

Agreement to amend the General Terms and Conditions, Evaluation and Award, Maximum Job Order.

The general terms and conditions maximum job order is limited to one million dollars ($1,000,000.) Revisions to the Arizona Revised Statutes, and USFR Memorandum No. 248 regarding School District Procurement has allowed entities to adjust this maximum job order amount. The general terms and conditions maximum job order has been amended as follows:

> Evaluation and Award: Maximum Job Order: The maximum dollar of an individual job order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to title 38, chapter 3, article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

The receipt of a purchase order, signed by an authorized entity representative, shall indicate that the purchasing agency has met these requirements, and the value of the job order is valid.

This agreement is effective immediately upon Contract Vendor signature. Signature below indicates agreement to modifications as listed.

_____ dated 2/11/13
Tracy Kerns
Centennial Contractors Enterprises, Inc.

_____, MPA, C.P.M. dated 2/11/13
Travis Lingenfelter, Executive Director
Mohave Educational Services Cooperative, Inc.

2/08/13 MSC

MOHAVE
ARIZONA COOPERATIVE PURCHASING
WWW.MESC.ORG

Amendment to Mohave Contract 09D-CENT-0902
Providing an Optional Alternate Pricing Method

Members have requested an open book pricing option for Mohave Contract 09D-CENT-0902. Open book pricing for job order contracting is authorized in the Arizona Revised Statutes. Mohave and Centennial Contractors Enterprises, Inc. have developed the open book pricing method below to comply with the Arizona Revised Statutes and to be consistent with the coefficient-based pricing originally awarded in Mohave Contract 09D-CENT-0902.

Mohave Contract 09D-CENT-0902 is amended as follows:

Special Terms and Conditions

1.5 The contractor shall be licensed to perform construction pursuant to title 32, chapter 10.

1.7a In addition to UPB-based pricing, open-book pricing may be used as an optional pricing method. Member shall select the pricing method for a job order prior to requesting a price quote. Once selected, the pricing method for the job order may not be changed.

1.8a Open book pricing shall consist of direct job cost, project-specific general conditions, a fixed general and administrative cost multiplier, and a fixed profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.

1.8b The factors used in open book pricing shall be consistent with the factors used in determining the UPB coefficient originally awarded in the contract.

Scope of Work and Specifications

2.2.19 Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three contractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contract shall make known the reasons contractor was unable to obtain additional price quotes.

2.2.20 Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

2.2.21 Upon request, contractor shall provide member with copies of subcontractor quotes and the basis for selection of each subcontractor.

2.2.22 If the member objects to a selected subcontractor, member shall make the objection and the reasons for the objection known to the contractor. Contractor shall then present an acceptable subcontractor for the applicable discipline. Member shall not unreasonably object to or withhold approval of a subcontractor.

2.2.23 General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to project management, estimating, quality control, and administrative labor; field office equipment, materials and supplies; travel and subsistence; Temporary field office rental and utilities; Submittals and operations and maintenance manuals; small tools, face and clothing protection; project scheduling; compliance with environmental laws; marketing; and MESC 1% Administrative fee.

Amendment to Mohave Contract 09D-CENT-0902
Providing an Optional Alternate Pricing Method

Scope of Work and Specifications (cont'd)

2.2.24 General and administrative costs include, but are not limited to home office general and administrative expense; excess liability and auto insurance; business licenses; and home office manager labor. General and administrative cost shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost for the project. The amount of the general and administrative multiplier shall be provided in a schedule attached to and made a part of this amendment.

2.2.25 Profit shall be assessed as a fixed multiplier applied to direct project cost, general conditions cost, and general and administrative costs for the project. The amount of the profit multiplier shall be provided in a schedule attached to and made a part of this amendment.

2.2.26 Contractor shall provide to Mohave, documentation substantiating the factors used in open book pricing are consistent with the factors used in determining the awarded UPB coefficient(s). The substantiation shall be provided in a schedule attached to and made a part of this amendment.

2.2.27 To document contract compliance, each job order using open book pricing shall include a completed copy of the attached price summary and general conditions costs. Substantially similar documents may be used with Mohave's approval.

The changes above represent to total revision to the contract. All other terms and conditions and pricing are unchanged.

This agreement supersedes any previous information or requirements regarding the applicable special terms and conditions, scope of work and specifications, and pricing. This agreement is effective April 8, 2011.

Mark Bailey, President
Centennial Contractors Enterprises

Date 4.6.11

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

Date 4/11/11

Rev. 3/31/11, JTP

Mohave JOC Open Book Price Summary
Mohave Contract Number 09D-CENT-0902

Member	
Project Title	
Project Location	

Date	

Direct Project Cost

Division/Specialty	#	Quote Summary Subcontractor	Quote Amount	Selected Quote
	1			
	2			
	3			
	1			
	2			
	3			
	1			
	2			
	3			
	1			
	2			
	3			
	1			
	2			
	3			
	1			
	2			
	3			
	1			
	2			
	3			
			Subtotal 1 (Total Direct Project Cost)	**$0.00**

General Conditions (GCs)		
	Subtotal 2 (Direct Project Cost + General Conditions)	**$0.00**
General & Administrative Cost (G&A)	7.4% of Subtotal 2	$0.00
	Subtotal 3 (Subtotal 2 + G&A)	**$0.00**
Profit	6.9% of Subtotal 3	$0.00
	Subtotal 4 (Subtotal 3 + Profit)	**$0.00**
Tax (Enter applicable tax rate)	0.00%	$0.00
Bond, if applicable (Enter applicable unit price)	0.00%	$0.00
Total Project Cost		**$0.00**

*** Provide vendor name & explanation if low quote is not selected.**

Rev. 4/7/11, JTP

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-2289 **Regular Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Steve Sanders, Public Works Division Deputy Director, Public Works Division
Department:	Public Works Division	Division:	Engineering

Information

Request/Subject

Adoption of Resolution No. 14-01-03 authorizing the disposal of an unnecessary public roadway, and authorizing the Chairman to sign quit claim deeds to deed a portion of South Main Street to Doreen R. and Joshua R. Badilla, and David Quintero.

Background Information

During the regular scheduled meeting of the Gila County Board of Supervisors on December 17, 2013, the Board accepted a bid in the amount of $76.00 from Doreen R. and Joshua R. Badilla, and a bid of $89.00 from David Quintero for the purchase of a portion of South Main Street, Central Heights Townsite.

Evaluation

The bidders have met all of the requirements of the current Gila County policy on abandonments of roadways in Gila County.

Conclusion

The next and final step in the process is for the Board of Supervisors to adopt a resolution which authorizes the disposal of a portion of South Main Street, and the Chairman's signature on the quit claim deeds to deed the abandoned roadway to Doreen R. and Joshua R. Badilla, and David Quintero.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 14-01-03 and authorize the Chairman's signature on the quit claim deeds.

Suggested Motion

Information/Discussion/Action to adopt Resolution 14-01-03 authorizing the disposal of an unnecessary public roadway being a portion of Main Street, adjacent to Lots 9-11, Block 13, Central Heights Townsite, Official Map No. 52, Gila County Records; and authorizing the Chairman of the Board of Supervisors to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying the abandoned roadway to Doreen R. and Joshua R. Badilla, and David Quintero. **(Steve Sanders)**

Attachments

Resolution No. 14-01-03 with Quit Claim Deeds

QCD Form-from GC to Badilla

QCD Form from GC to Quintero

RESOLUTION NO. 14-01-03

A RESOLUTION APPROVING THE DISPOSAL OF AN UNNECESSARY PUBLIC ROADWAY BEING A PORTION OF MAIN STREET, ADJACENT TO LOT 11, BLOCK 13, AND LOTS 9-10, BLOCK 14, CENTRAL HEIGHTS TOWNSITE, OFFICIAL MAP NO. 52, GILA COUNTY RECORDS, GILA COUNTY, ARIZONA

WHEREAS, DOREEN R. AND JOSHUA R. BADILLA, AND DAVID QUINTERO, are owners of the land adjoining that parcel of land hereinbefore described; and

WHEREAS, it has been determined that the disposal of the unnecessary public roadway will not leave any property without access to public roads and streets of Gila County, and is no longer necessary for public use, and the same should be granted; and

WHEREAS, it is to the best interest of the COUNTY OF GILA to be relieved of the obligation to maintain said parcel of land.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors:

Section 1: That the portion of land described herein and constituting that portion of Main Street, adjacent to Lot 11, Block 13, and Lots 9-10, Block 14, Central Heights Townsite, Official Map No. 52, Gila County Records, Gila County, Arizona, is hereby vacated and abandoned, subject, however, to all existing water, gas and utility easements now existing on said parcel of land.

Section 2: That the Chairman of the said Board of Supervisors, be, and he is hereby authorized, empowered and directed to make, execute and deliver in the name and under the seal of the COUNTY OF GILA, a quit claim deed conveying Doreen R and Joshua R. Badilla, and David Quintero, as owners of the adjacent property, that parcel of land hereinbefore described, and to cause said Deed to be attested and the seal of the said COUNTY OF GILA to be affixed thereto by the Clerk of the said Supervisors.

The quit claim deeds and legal descriptions are attached for informational purposes only and will be recorded as separate documents

PASSED AND ADOPTED this 21st day of January 2014, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard, Clerk

_____

Michael A. Pastor, Chairman of the Board

Approved as to form:

_____

Bryan Chambers, Deputy Attorney Principal

When recorded return to:
GILA COUNTY PUBLIC WORKS DEPT.
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **DOREEN R. BADILLA, An Unmarried Woman and JOSHUA R. BADILLA, A Single Man**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2014

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

_____

My Commission Expires: Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Main Street
Adjacent to Lot 11, Block 13,
CENTRAL HEIGHTS TOWNSITE, Plat Map No. 52

Gila County Public Works **January 6, 2014**
Job No. GC2013-19

A parcel of land being a portion of Main Street, as shown on Central Heights Townsite, Official Plat Map Number 52, Gila County Records, being situate in the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section 22, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

BEGINNING at the Northeast corner of Lot 11, Block 13 of CENTRAL HEIGHTS TOWNSITE;

THENCE Southwesterly, 106.2 feet (record) along the East line of Lot 11 to the Southeast corner of Lot 11, Block 13, said point also being on the Westerly line of Main Street;

THENCE Easterly, along the projection of the South line of Lot 11 to the centerline of said 50 feet wide Main Street;

THENCE Northeasterly, along the centerline of Main Street to the projection of the Northerly line of Lot 11, Block 13;

THENCE Southwesterly, to the Northeast corner of Lot 11 and the POINT OF BEGINNING, having an area of 0.06 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
GILA COUNTY PUBLIC WORKS DEPT.
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **DAVID QUINTERO**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2014

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Main Street
Adjacent to Lots 9 and 10, Block 14,
CENTRAL HEIGHTS TOWNSITE, Plat Map No. 52

Gila County Public Works **January 6, 2014**
Job No. GC2013-19

A parcel of land being a portion of Main Street, as shown on Central Heights Townsite, Official Plat Map Number 52, Gila County Records, being situate in the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section 22, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

BEGINNING at the Northwest corner of Lot 9, Block 14 of CENTRAL HEIGHTS TOWNSITE;

THENCE Southwesterly, 114.0 feet (record) along the West lines of Lots 9 and 10 to the Southwest corner of Lot 10, Block 14, said point also being on the Easterly line of Main Street;

THENCE Southerly, along the projection of the South line of Lot 10 to the centerline of said 50 feet wide Main Street;

THENCE Northeasterly, along the centerline of Main Street to the projection of the Northerly line of Lot 9, Block 14;

THENCE Southeastery, 25 feet, more or less to the Northwest corner of Lot 9 and the POINT OF BEGINNING, having an area of 0.07 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
GILA COUNTY PUBLIC WORKS DEPT.
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **DOREEN R. BADILLA, An Unmarried Woman and JOSHUA R. BADILLA, A Single Man**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2014

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

_____

My Commission Expires: Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Main Street
Adjacent to Lot 11, Block 13,
CENTRAL HEIGHTS TOWNSITE, Plat Map No. 52

Gila County Public Works **January 6, 2014**
Job No. GC2013-19

A parcel of land being a portion of Main Street, as shown on Central Heights Townsite, Official Plat Map Number 52, Gila County Records, being situate in the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section 22, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

BEGINNING at the Northeast corner of Lot 11, Block 13 of CENTRAL HEIGHTS TOWNSITE;

THENCE Southwesterly, 106.2 feet (record) along the East line of Lot 11 to the Southeast corner of Lot 11, Block 13, said point also being on the Westerly line of Main Street;

THENCE Easterly, along the projection of the South line of Lot 11 to the centerline of said 50 feet wide Main Street;

THENCE Northeasterly, along the centerline of Main Street to the projection of the Northerly line of Lot 11, Block 13;

THENCE Southwesterly, to the Northeast corner of Lot 11 and the POINT OF BEGINNING, having an area of 0.06 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

When recorded return to:
GILA COUNTY PUBLIC WORKS DEPT.
745 N. ROSE MOFFORD WAY
GLOBE, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars ($10.00), and other valuable considerations, **GILA COUNTY, a BODY POLITIC,** does hereby release, remise, and forever quitclaim unto **DAVID QUINTERO**, the Releasee, with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this _____ day of _____ 2014

Approved: Attest:

_____ _____

Michael A. Pastor, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this _____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared Michael A. Pastor, Chairman of the Gila County Board of Supervisors, and Marian Sheppard, Clerk of the Board, known to me to be the individuals who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: _____
Notary Public

EXHIBIT "A"
VACATION DESCRIPTION
Portion of Main Street
Adjacent to Lots 9 and 10, Block 14,
CENTRAL HEIGHTS TOWNSITE, Plat Map No. 52

Gila County Public Works **January 6, 2014**
Job No. GC2013-19

A parcel of land being a portion of Main Street, as shown on Central Heights Townsite, Official Plat Map Number 52, Gila County Records, being situate in the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section 22, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

BEGINNING at the Northwest corner of Lot 9, Block 14 of CENTRAL HEIGHTS TOWNSITE;

THENCE Southwesterly, 114.0 feet (record) along the West lines of Lots 9 and 10 to the Southwest corner of Lot 10, Block 14, said point also being on the Easterly line of Main Street;

THENCE Southerly, along the projection of the South line of Lot 10 to the centerline of said 50 feet wide Main Street;

THENCE Northeasterly, along the centerline of Main Street to the projection of the Northerly line of Lot 9, Block 14;

THENCE Southeastery, 25 feet, more or less to the Northwest corner of Lot 9 and the POINT OF BEGINNING, having an area of 0.07 acres, more or less.

SUBJECT TO: Arizona Revised Statute § 28-7210 all Rights of way or easements of existing sewer, gas, water, or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the disposal or vacation thereof.

ARF-2302 **Regular Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For:	Jacque Griffin, Asst. County Manager/Librarian	Submitted By:	Mary Stemm, Library Assistant Senior, Asst County Manager/Library District
Department:	Asst County Manager/Library District	Division:	Library District

Information

Request/Subject

Adopt Resolution No. 14-01-04 to accept the Rose Mofford Archival Collection.

Background Information

The Gila County Library District has been asked to accept ownership of the Rose Mofford Archival Collection to be displayed at the Miami Memorial Library, in Miami, Arizona, where it can be accessed by all interested parties. Governor Mofford has given a portion of her collection to the Bullion Plaza Museum, and would like to give what she calls the "Archival Collection" to the Gila County Library District, to be housed and displayed at the Miami Memorial Library. This collection includes a number of personal items such as her photo albums, personal correspondence, a set of bone china dinnerware, and other assorted papers that are not a part of her Governor's Collection. Governor Mofford has also stipulated that Ms. Linda Pearce be included in discussions and considerations with regard to this collection. The Miami Memorial Library has agreed to house and display this collection, and Ms. Linda Pearce has agreed to assist with decisions regarding this collection.

Evaluation

The Honorable Rose Perica Mofford has played a significant role in the history of Gila County and the State of Arizona for many years. She served as Secretary of State for Arizona under three governors from 1977 to 1988 and became the first woman governor of Arizona in 1988 and served the state in that capacity until 1991.

Conclusion

The Rose Mofford Archival Collection has considerable historical value and therefore needs to be placed in a location to provide public access opportunities. The Miami Memorial Library will provide the needed space and accessibility for said collection.

Recommendation

The Gila County Library District is asking that the Gila County Board of Supervisors hereby accept ownership of the Rose Mofford Archival Collection, and further direct that this collection will be displayed at the Miami Memorial Library, in Miami, Arizona, where it can be accessed by all interested parties. Until the death or incapacity of Linda Pearce, she shall be consulted and her opinions given great consideration. The Gila County Library District recommends that the Board of Supervisors approve this Resolution accepting the Rose Mofford Archival Collection.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-01-04 to accept the Rose Mofford Archival Collection and direct that it be displayed at the Miami Memorial Library in Miami, Arizona, where it can be accessed by all interested parties. **(Jacque Griffin)**

Attachments

Resolution 14-01-04 Rose Mofford Archival Collection

RESOLUTION NO. 14-01-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ON BEHALF OF THE GILA COUNTY LIBRARY DISTRICT TO ACCEPT THE ROSE MOFFORD ARCHIVAL COLLECTION AND DIRECT IT BE DISPLAYED AT THE MIAMI MEMORIAL LIBRARY, IN MIAMI, ARIZONA

WHEREAS, the Gila County Board of Supervisors recognizes the importance of historical archives and the need to preserve and respect local history; and

WHEREAS, the Gila County Board of Supervisors recognizes the significant role the Honorable Rose Perica Mofford has played in the history of Gila County and the State of Arizona for many years; and

WHEREAS, the Gila County Board of Supervisors recognizes that the Honorable Rose Mofford served as Secretary of State of Arizona under three governors from 1977 to 1988 and became the first woman governor of Arizona in 1988 and served the state in that capacity until 1991; and

WHEREAS, the Gila County Board of Supervisors understands the historical value of the **Rose Mofford Archival Collection**, as well as the obligation to provide public access opportunities to view and appreciate the collection.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby accepts ownership of the Rose Mofford Archival Collection, and further directs that this collection will be displayed at the Miami Memorial Library, in Miami, Arizona, where it can be accessed by all interested parties. Until the death or incapacity of Linda Pearce, she shall be consulted and her opinions given great deference, prior to any modification of the terms of this decree.

PASSED AND ADOPTED this 21st day of January 2014, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Clerk of the Board

_____

Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Deputy Attorney Principal

ARF-2291 **Consent Agenda Item 5. A.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For:	Linda O'Dell, School Superintendent	Submitted By:	Victoria Sanchez, Executive Assistant, School Superintendent's Office
Department:	School Superintendent's Office		
Fiscal Year:	2013/2014-2014/2015	Budgeted?:	Yes
Contract Dates Begin & End:	January 21, 2014-June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Intergovernmental Agreement No. KR13-0132 for Title I and Other Associated Funds for Juvenile Detention Education Services with the Arizona Supreme Court.

Background Information

The Arizona Office of the Courts (AOC), on behalf of the Superior Courts for all counties and the superintendents of schools for each county, has applied for and received $1,231,590.93 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-1110, The Elementary and Secondary Education Act of 2001 (ESEA) and other Federal Programs, including Title I-D, Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk; Title II-A, Teacher and Principal Training and Recruiting Fund; Part B IDEA Basic (Special Education); Special Education Secure Care; and other associated funds. The purpose of the Intergovernmental Agreement (IGA) is to define the responsibilities for the parties in the development of education programs and the use of funds in the amount of $21,851.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2. Involved parties are the Arizona Supreme Court through the Administrative Office of the Courts, the Gila County Board of Supervisors, the Gila County School Superintendent, and the Gila County Superior Court through the Juvenile Court. This IGA becomes effective on the date of the final signature, and terminates on June 30, 2015.

Evaluation

Intergovernmental Agreement (IGA) No. KR13-0132 has been reviewed by the Assistant Attorney General of the Office of the Attorney General, pursuant to A.R.S. § 11-952, who has determined that it is in the proper form, under the laws of the State of Arizona. The IGA includes thirty-three (33) sections, including Recitals; Purpose; Authority; Term and Renewal; Duties of the AOC, Courts and Superintendent; Fund Accounting, Program Reporting and Expenditures; and other contractual elements. Recitals reflect that the AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received $1,231,590.93 as a sub-grant from the Arizona Department of Education (ADE) for fiscal years 2013/2014 and 2014/2015, respectively. The portion of these funds allocated to Gila County is $21,851.00, which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

Conclusion

Approval of Intergovernmental Agreement No. KR13-0132 with the Arizona Supreme Court is required in order for the School Superintendent to submit it to the Arizona Supreme Court, Administrative Office of the Courts for final signatures and subsequent receipt of funds.

Recommendation

The Gila County School Superintendent recommends that the Board of Supervisors approve Intergovernmental Agreement No. KR13-0132 with the Arizona Supreme Court in order to support continued services for the Juvenile Detention Education Program.

Suggested Motion

Approval of Intergovernmental Agreement No. KR13-0132 between the Arizona Supreme Court, Administrative Office of the Courts (AOC), and the Gila County Board of Supervisors through the County School Superintendent for Title I, Special Education, and other associated funds in the amount of $21,851 to support the Gila County Juvenile Detention Education Program effective upon the date of final signature through June 30, 2015.

Attachments

IGA KR13-0132

Exhibit A-1 Budget Application

Exhibit A-2 Budget Description

Legal Explanation

Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR13-0132 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 19th Day of December, 2013

THOMAS C. HORNE
The Attorney General

Assistant Attorney General

351714

INTERGOVERNMENTAL AGREEMENT AMONG THE ARIZONA SUPREME COURT, THE GILA COUNTY SCHOOL SUPERINTENDENT AND THE GILA COUNTY SUPERIOR COURT

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Gila County Board of Supervisors, hereinafter referred to as "Board", the Gila County School Superintendent, hereinafter referred to as "Superintendent", and the Gila County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received $1,231,590.93 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, The Elementary and Secondary Education Act of 2001 (ESEA), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76 State Administered Programs, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA Ch. 33, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of $21,851.00 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on June 30, 2015.

5. **Duties of the AOC**

The AOC Shall:

a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs.

b. Provide Gila County $21,851.00 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.

c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.

d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties or fiscal years 2013/2014 and 2014/2015, respectively.

e. Provide training, education and support for detention educators, as well as providing appropriate resources for educational remediation for detention students.

f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent and maintain documentation of contracts reviewed.

g. Make financial distributions based on the state-wide allocation approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:

(1) Receipt of funds from the ADE;

(2) A current, original, and executed IGA or Amendment.

6. **Duties of the Court**

The Court shall:

a. Work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.

b. Work in cooperation with the Superintendent pursuant to the court's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

d. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.

e. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. §15-913(E)(1) . Instructors shall have the proper certification as required by the Arizona Department of Education.

f. Provide program reports, as requested by the AOC, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.

7. <u>Duties of the Superintendent</u>

The Superintendent shall:

a. Work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program, pursuant to A.R.S. § 15-913.

b. Work in cooperation with the Court pursuant to the Superintendent's statutory obligation, to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

c. Comply with any applicable requirements of The Elementary and Secondary Education Act of 2001 (ESEA) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.

d. Work with the Court and the AOC in the preparation of the application for ESEA and associated funds for fiscal years 2013/2014 and 2014/2015, respectively.

e. Ensure the detention education program is aligned to the Arizona College & Career Ready Standards as defined by criteria established by the State Board of Education.

f. Ensure all education information and records are maintained in the juvenile's education file at the facility consistent with state and federal law. Education staff shall maintain the confidentiality of these records pursuant to the Family Education Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; A.R.S. §15-141.

g. Ensure all state required achievement tests (i.e. AIMS, AIMS-A) are administered to any student that is being detained on the scheduled date of testing as determined by the Arizona Department of Education.

h. Ensure the Child Find process as provided in 34 C.F.R. §300.111 et seq., is implemented for each student that is enrolled in the detention education program. If the assessment process provides an indication of any special needs or if an Individual Education Plan (IEP) currently exists, all state and federal law requirements shall be observed. If a student has a current IEP with information that is not applicable to a detention setting, the IEP shall be amended in accordance with federal law.

i. Ensure the content and curriculum aligns with the Arizona College & Career Ready Standards and addresses the juvenile's educational needs as identified in their educational plan.

j. Work with the Court to ensure all juveniles' education plans include provisions for transition. Transition planning should be consistent with federal IDEA, ESEA, and any applicable Arizona State Board of Education requirements for transition planning. Examples of transition programming include but are not limited to the Education and Career Action Plan (ECAP), Arizona Career Inventory System (AzCIS) and Merging Two Worlds.

k. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.

l. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.

m. Work in cooperation with the Court to provide a minimum of 225 total instructional days in the juvenile detention center consisting of a minimum of 240 minutes (4 hours) of instructional time pursuant to A.R.S. 15-913(E)(1). Instructors shall have the proper certification as required by the Arizona Department of Education.

n. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.

o. Maintain and provide to the AOC upon request, job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.

p. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.

q. Work with the Court to ensure all juveniles are enrolled in the education program within 48 hours of admission to the facility pursuant to A.R.S. §15-913(E)(1).

r. Work with the Court to provide services for all students that include:

(1) Performing educational assessments given within 24 hours of enrollment that include but are not limited to math, reading and language arts to align with the Arizona College & Career Ready Standards. This information shall be updated at a minimum of every six (6) months.

(2) Developing education plans within 48 hours of enrollment that include the results from an education staff and student interview, the results of the academic assessments, and provisions for transition as required by Title I and IDEA Basic federal funding guidelines. This information shall be updated at a minimum of every six (6) months.

(3) Requesting educational records from student's home school within 5 school days after enrollment into the detention education program pursuant to A.R.S. §15-828(G). Upon receipt, update education plan accordingly.

(4) Coordinating the program with each pupil's school district of residence to assist the pupil's transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913, or into public and/or alternative education placements.

(5) Supervising and assisting students to ensure successfully complete assigned work while in the detention facility,

(6) Awarding transferable credits for work completed while in the detention facility.

(7) The opportunity for juveniles between sixteen (16) and eighteen (18) years of age to take the General Education Development (GED) test if appropriate as determined by the detention education teacher and pursuant to the rules and regulations of the GED Testing Service and the Arizona Department of Education Arizona Administrative code R7-2-307 (B)(2)(a) and (b).

(8) Developing a defined method of alternative education services for those juveniles removed from the classroom due to their status as an immediate or ongoing security risk to self, others or the institution. These services shall be consistent with the student's education plan and developed by a certified teacher. Any removal shall be documented in the individual student's education file.

s. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund ***and each program must be accounted for separately.*** Any interest earned on these monies while in the possession of the Superintendent shall accrue to ***each separate program account*** and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A-1 and the terms of this IGA.

9. Program Reporting and Expenditures

a. **Closing Reports**. Submit an annual closing report which includes all required information pursuant to Title I Institution Wide Programs and assurances given pursuant to Title II-A. In addition, a Title Funds Closing Budget form, General Ledgers documenting expenditures of funds associated with this IGA, and carryover justification form shall be included and submitted to the AOC by September 1st of each fiscal year.

b. **Program Reports.** Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.

c. **Expenditures.** Ensure that funds are spent and programs are developed in accordance with all state and federal funding rules and regulations, as well as the Arizona Consolidated State Application approved by the USDOE on June 10, 2003. Expenditures shall also be in accordance with Exhibit A-1 and A-2.

d. **Inappropriate Expenditures.** The superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. However, funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.

e. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unexpended as of June 30th of each fiscal year, unless approved by the ADE. Additionally, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the

AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned to the AOC within 30 days of written notification. A closing financial statement shall be signed by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

f. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.

g. **Termination of Funding.** In the event that this IGA is terminated prior to June 30, 2015 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. **Books and Records**

a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.

b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with all federal funds distributed by the AOC and pursuant to this and all previous IGA's. Written inventory and property control policies and procedures in accordance with federal requirements shall be maintained.

12. Transfer of Program Duties

Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

13. Property Acquired

In the event of a transfer of program duties, termination, or cancellation of the IGA, all property shall belong to the Superintendent but shall remain at the detention center as long as the property is being used for educational purposes.

14. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplused as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

15. Confidentiality

a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted there under, and applicable school board policies.

b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.

c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure

Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees of the Superintendent as required in the performance of duties under the IGA, except upon the prior, written consent of the Court.

16. Modification

Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

17. Termination

This IGA may be terminated by any party upon 30 days written notice to all parties by certified mail due to:

a. lack of funding;

b. statutory changes in the program;

c. failure of any party to comply with this IGA;

d. other circumstances necessitating such action.

18. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

19. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

20. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

21. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

22. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

23. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

24. Legal Authority

By entering into this Agreement, the parties are not relieved of any obligation or responsibility imposed upon them by law.

25. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

26. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold social Security and income taxes for itself or any of its employees.

27. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

28. Availability of Funds

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

29. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.

b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

c. The Court retains the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the contract to ensure that the parties' personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

30. Audits

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

31. Change in Duties

Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

32. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

33. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:
Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:
Mr. Kendall Rhyne
Director of Juvenile Court Services
Gila County Juvenile Court
1100 E. Monroe Street, Suite 200
Globe, Arizona 85501

SUPERINTENDENT:
Dr. Linda O'Dell
Gila County Superintendent of Schools
1400 E. Ash Street
Globe, Arizona 85501

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Gila County:

PETER CAHILL

1-3-14

By: Honorable Peter Cahill,
Presiding Juvenile Court Judge

Date

Superintendent:

Linda L. O'Dell

1-3-2014

By: Dr. Linda O'Dell,
Gila County School Superintendent

Date

Board of Supervisors:

By: Michael A. Pastor, Chairman
Gila County Board of Supervisors

Date:

Superintendent's Counsel:

By: Bryan B. Chambers,
Deputy Attorney Principal

Date:

Board of Supervisors Counsel:

By: Bryan B. Chambers,
Deputy Attorney Principal

Date:

Exhibit A-1
FY14 Budget Application

Public Educational Agency (PEA) Arizona Supreme Court	County GILA		Name Dr. Richard Vierling		Phone 928.402.8781	
		Title I-D	Title II-A	Part B IDEA Basic	IDEA Secure Care	Line Item Totals
Current FY14 Allocation		$17,465.00	$0.00	$0.00	$4,386.00	$21,851.00
Carryover from FY13 (+)		$9,680.15	$8,356.89	$43,979.64	$2,814.20	$64,830.88
***Total Program Budget Allocation FY14 (=)**		$27,145.15	$8,356.89	$43,979.64	$7,200.20	$86,681.88
Function Code	**Object Code**	**Title I-D**	**Title II-A**	**Part B IDEA Basic**	**IDEA Secure Care**	**Line Item Totals**
Instruction 1000						
Salaries	6100	$8,723.00		$22,126.00		$30,849.00
Employee Benefits	6200	$1,513.18		$3,805.67		$5,318.85
Purchased Professional Services	6300					$0.00
Purchased Property Services	6400					$0.00
Other Purchased Services	6500					$0.00
Supplies	6600			$2,000.00	$7,200.20	$9,200.20
Other Expenses	6800					
Support Services 2100, 2200, 2600-2900						
Salaries	6100			$6,000.00		$6,000.00
Employee Benefits	6200			$1,040.82		$1,040.82
Purchased Professional Services	6300	$4,000.80	$3,078.00	$3,007.15		$10,085.95
Purchased Property Services	6400					
Other Purchased Services	6500		$3,778.89	$2,000.00		$5,778.89
Supplies	6600					$0.00
Other Expenses	6800					$0.00
Support Services - Admin 2300, 2400, 2500						
Salaries	6100	$11,000.00				$11,000.00
Employee Benefits	6200	$1,908.17				$1,908.17
Purchased Professional Services	6300					
Purchased Property Services	6400					
Other Purchased Services	6500		$1,500.00			$1,500.00
Supplies	6600					
Other Expenses	6800					
Capital Outlay	6700 et al.			$4,000.00		$4,000.00
PROPOSED BUDGET EXPENDITURE TOTAL FY14		27,145.15	8,356.89	43,979.64	7,200.20	$86,681.88

Director of Juvenile Court Services — Date 1-3-14

Linda L. O'Dell — County School Superintendent — Date 1-3-14

P. L. 107-110 THE ELEMENTARY AND SECONDARY EDUCATION ACT OF 2001 (ESEA)

Budget Description Page FY2014, Exhibit A – 2

When listing staff salaries calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Please print your name and date here once you have completed the form Richard Vierling 12-20-13

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only	**Title ID:** .55 FTE Instructional Aide= $8723. **IDEA Basic:** a.) .125 FTE Special Education Teacher b.) Substitutes for regular teacher to attend professional development activities c.) .45 FTE Instructional SPED Aide. d.) .125 FTE Merging 2 Worlds teacher **Total=$22,126**	$30,849
Employee Benefits 6200 Title I-D and Part B IDEA Basic only	**Title ID:** Benefits for Instructional Aide @ 17.347%=$1,513.18. **IDEA Basic:** a.) ERE for .125 FTE Special Education Teacher plus .13 of medical benefits. b.) ERE for substitutes, c.) ERE for Aide, d.) ERE for Merging 2 Worlds Teacher **Total=$3,805.67.**	$5,318.85
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only	**IDEA Basic:** Supplies and classroom materials=$2,000. IDEA Secure Care: Classroom supplies, instructional software, and materials=$7,200.20	$9,200.20
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	**IDEA Basic:** Merit Pay for SPED teacher for completion of Advanced Ed School Improvement Goals for FY2014=$6,000.	$6,000
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	**IDEA Basic:** Benefits for Merit Pay @ .17347%=$1,040.82	$1,040
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only	**Title ID:** "Towards No Tobacco Program" and other supplemental instructional and transition services=$4,000.80. **Title IID:** ASCD Membership fees, fee for Advanced Education for Accreditation, other consultant and PD fees=$3,078. **IDEA Basic:** Fees for professional development, connectivity services for lab, counseling/transition and other	$10,085.95

	Special Education services. Includes fee for "Towards No Tobacco" program=$3,007.15	
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only	**Title IID:** Travel expenses in support of professional development for teacher and aide=$3,778.89. **IDEA Basic:** Travel for Special Education teacher to attend conferences, workshops, etc.=$2,000	$5,778.89
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	**Title ID:** .15 Administrative Support salary=$11,000	$11,000
Employee Benefits 6200 Title I-D and Title II-A only	**Title ID**: Benefits for .15 Administrative Support salary @ 17.347%=$1,908.17	$1,908.17
Other Purchased Services 6500 Title II-A only	**Title IID:** Administrative travel to support professional development activities=$1,500	$1,500
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only	**IDEA Basic:** Supplemental computers=$4,000	$4,000

R. Vuelmy 12-20-13

Amount allocated in Budget for Capital Outlay

CAPITAL OUTLAY								
Qty	New Qty	Cost Per Unit	New Cost Per Unit	Description	Purpose	New Purpose	Total	New Total
4		$1,000		student computers	instruction		$4,000	
Grand Total							$4,000	

Please print your name and date here once you have completed the form Richard Vierling 12-20-13

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-2284 **Consent Agenda Item 5. B.**

Regular BOS Meeting

Meeting Date: 01/21/2014

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:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	March 4, 2014 to July 3, 2015	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Request to Advertise Invitation for Bid No. 010314 for CRS-TR Tire Rubber Modified Asphalt Emulsion.

Background Information

CRS-TR tire rubber modified asphalt emulsion is a cationic rapid setting emulsion for use as a chip seal binder. It is manufactured from tire rubber modified asphalt. The Gila County Consolidated Roads Department is considering utilizing this product on some of the chip seal projects in the spring. The tire rubber is a cohesive, which may outlast the regular chip seal oils and hold the rock together better.

Evaluation

The Consolidated Roads Department requires a chip seal binder in order to provide maintenance and repair of roads in various locations in Gila County. CRS-TR tire rubber modified asphalt emulsion is a cationic rapid setting emulsion for use as a chip seal binder. It is manufactured from tire rubber modified asphalt.

In our continuous efforts to save the taxpayers' money, without compromising quality, the Consolidated Roads Department is considering utilizing the CRS-TR product on some of the chip seal projects in the spring. The tire rubber is a cohesive, which may outlast the regular chip seal oils and hold the rock together better. By researching the chip seal products which are available, the County will have the ability to have options for the chip sealing binder, which in turn will results in pricing options as well.

Conclusion

Invitation for Bid No. 010314 will allow suppliers the opportunity to provide the County with competitive bids in order to supply the CRS-TR tire rubber modified asphalt emulsion product for road repair and maintenance.

Recommendation

The Public Works Director and the Finance Director recommend that the Board of Supervisors approve the request to advertise Invitation for Bid No. 010314 for CRS-TR tire rubber modified asphalt emulsion.

Suggested Motion

Approval to advertise Invitation for Bid No. 010314 for the purchase of CRS-TR tire rubber modified asphalt emulsion to be used for Gila County road repairs and maintenance.

Attachments

Request to Advertise

IFB 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of $50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifciations attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR *Check one*

Bids X Proposals _____

Qualifications _____

REQUEST NUMBER

010314

(For Procurement Use Only)

I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS: CRS-TR Chip Seal Oil

Fund 6510 Dept No. 341 Program 526 Location 000 Account 4300.82

Estimated Cost: **$400,000.00**

INTENT

It is the intent of this solicitation to estblish a contractor to provide CRS-TR Tire Rubber Modified Asphalt Emulsion for Gila County roads or roads maintained by Gila County.

Signed: Steve Stratton Date 1/6/2014

Elected Official or Department Head

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE				
	Department Receipt	12/31/2013	Placed on Agenda	12/31/2013
	Presented to Board	1/21/2014	Approved to Call	
	Delivered to Paper	1/21/2014	Paper Name	Arizona Silver Belt
	Advertised From	1/22/2014	To	1/29/2014
	Closing Date	2/12/2014	Bid Award Date	3/4/2014
	Awarded To		Pre-Bid Meeting Date	

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

GILA COUNTY

INVITATION FOR BID
BID NO. 010314

CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS

TABLE OF CONTENTS

Content **Page**

GILA COUNTY
INVITATION FOR BID
BID NO. 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION

Notice is hereby given that Gila County is requesting Bids from qualified Suppliers to provide CRS-TR Tire Rubber Modified Asphalt Emulsion as specified for the Gila County Public Works Consolidated Roads Department.

SUBMITTAL DUE DATE: 2:00 P.M., Local AZ Time, Wednesday, February 12, 2014

RETURN BID TO: GILA COUNTY FINANCE DEPARTMENT
ATTN: JEANNIE SGROI
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA

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

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Departments Guerrero Conference Room or other site, which may be designated. Any Bid received later than the date and time specified above will be returned unopened. **Late Bids shall not be considered.** The prevailing time shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested suppliers may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8612, or by clicking on the link at the County website: http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php. Bidders are strongly encouraged to carefully read the entire INVITATION FOR BID.

Questions regarding the technical aspects of this Request for Sealed Bid should be directed to: Brent Cline, Consolidated Roads Manager, (928) 402-8526. Questions regarding the general terms and conditions of this Request for Sealed Bids should be directed to, Jeannie Sgroi, (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all Bids, or to accept any Bids, 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.

Arizona Silver Belt Advertisement Dates: **January 22, 2014 and January 29, 2014**

Signed: _____ Date:_____/_____/_____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: _____/_____/_____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

GENERAL SCOPE OF WORK

It is the intent of this Invitation for Bid to establish a term contract for a supplier to furnish CRS-TR Tire Rubber Modified Asphalt Emulsion, to the Public Works Division at various locations for the Copper and Timber Regions of Gila County.

This contract shall include all specifications, and terms and conditions of this Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) and all attached exhibits, under the Contract including but not limited to, minimum specification of product specifications (see attached: Exhibit "C") pages 13-18, as specified on Price Sheet pages 24-25 for total price proposed.

Suppliers who agree to provide the minimum Bid Specification for this product shall be considered for award.

INSTRUCTIONS TO SUPPLIERS

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

EXHIBIT "A" INSTRUCTIONS TO SUPPLIERS

Preparation of Sealed Bids

A. Sealed Bids will be received by the Gila County Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Bids only from qualified, experienced suppliers able to provide service which is, in all respects, responsive to the specifications. All Bids shall be on the forms provided in this Invitation for Bid's package. It is permissible to copy these forms if required.

B. Before submitting its Bid and Qualification Forms each Supplier 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 a Bid will constitute a representation of compliance by the supplier. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Suppliers must complete the Bid and Qualification Forms provided in this Invitation for Bid package in full, **original signature in ink**, by the person(s) authorized to sign the Bid and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Bid and Qualification Form in evaluating the capacity of suppliers to perform the Scope of Services as set forth in the Contract. Failure of any supplier to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of supplier(s) 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 IFB shall be listed on the Bid.

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 supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

Instructions to Suppliers continued…..

Addenda

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged by all suppliers in the following manner:

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 30, (the numbers of which shall be filled in on the Bid Form).

2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquiries

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 Invitation for Bid number, page, and paragraph number. However, the suppliers(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. A tabulation of Bids received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Bids

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late Bids shall not be considered. Any supplier submitting a late Bid shall be so notified.

Instructions to Suppliers continued…..

Submittal Bid Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) WITH ORIGINAL SIGNATURES ON ALL THREE (3) of the Bid, Qualification and Certification Form, Price Sheet, Reference List, No Collusion Affidavit, Intentions Concerning Subcontracting, Legal Arizona Workers Act, Suppliers Checklist and Acknowledgment of Addenda, and Offer Page shall be submitted on the forms and in the format specified in the INVITATION FOR BID. The County will not be liable for any cost incident to the preparation of Bids, 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 on the Offer Page, supplier certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The supplier 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 supplier 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.

2. Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipts of Bids.

3. The County is not responsible for any supplier's errors or omissions. Negligence in preparing an offer confers no right to the supplier unless the supplier discovers and corrects such errors prior to the Bid deadline.

The Bid shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "INVITATION FOR BID" with Bid Title "CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION", Contract Number, "010314", Date "February 12, 2014", and Time "2:00 PM" of Bid opening shall be written on the envelope. The Supplier shall assume full responsibility for timely delivery at the location designated in the Notice.

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 Bids; or portions thereof; or
        3. Reissue an 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 supplier(s). To ensure that all Suppliers 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 Bid of any supplier(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 Supplier(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Supplier(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 Suppliers 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 the following:

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

General Terms and Conditions continued…..

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

Laws and Ordinances

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

EXHIBIT "B" SUPPLIER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Supplier, 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. Incorporated by this reference into the contract are all specifications, terms and conditions of the Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) and all attached exhibits to that Invitation for Bid. Proof of acceptance of the provisions of this contract and all other incorporated provisions contained in the Invitation for Bid (Bid No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion) will be the Supplier's signature(s) appearing on Suppliers OFFER PAGE on page 31, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Supplier 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 Supplier in response to the IFB. 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 Supplier; however, any substantial non-conformity in the offer, as determined by the Gila County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Supplier relating to these requirements and shall prevail over any and all previous agreements, contracts, bids, 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 Supplier 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 Supplier.

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 Supplier.

Contract Default

A. The County, by written notice of default to the Supplier, may terminate the whole or any part of this contract in any one of the following circumstances:
   1. If the Supplier fails to make delivery of the supplies or to perform the services within the times specified; or
   2. If the Supplier 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 Supplier 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 Supplier(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 Supplier under this

contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accordance with the rules and regulations of the respective entity and the approval of the Supplier.

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 Supplier(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Supplier(s) for acting or failing to act as in any of the following:

1. In the opinion of the County, Supplier fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Supplier attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Supplier fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Supplier fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Supplier 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 Supplier 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 Supplier 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

General Terms and Conditions continued…..

material or service and correct invoice. Each invoice must show the Contract Number, Purchase Order Number, Date of Delivery, Name and Mailing Address of Supplier.

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 he 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.

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.

General Terms and Conditions continued…..

- 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 Supplier 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. The Supplier warrants that all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship and the materials supplied under this contract are free of liens and shall remain free of liens.

Bid Evaluation Process

All Bids shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose Bid is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

General

After receipt of all Bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned Bids, 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 Bids 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 Bid. If rejected, the purchasing department shall give written notice to the Supplier submitting this bid.

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

Exhibit "C" Minimum Specifications – Product Specifications

Purpose

It is the intent of Gila County to establish, by this Invitation for Bid, the contract for a Supplier(s) to provide CRS-TR Tire Rubber Modified Asphalt Emulsion.

This specification is intended to describe the type, size, and 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.

SECTION 1.0

General Purpose

1.1 All product specifications are **minimum.** Supplier must provide product specification sheet. MSDS sheets must be included. Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.

1.2 Supplier(s) should have adequate manufacturing / stocking facilities to serve the needs of Gila County.

1.3 All Bids must represent the entire package. Partial awards will not be made unless otherwise stated in the Bid specifications.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase.

1.5 Supplier shall review its Bid submission to assure the following requirements are met.

- 1.5.1 **One (1) original and two (2) copies all with original signatures of all submissions.**
- 1.5.2 Qualification and Certification Forms, (page 22-23)
- 1.5.3 Price Sheet, (page 24-25)
- 1.5.4 References, (page 26)
- 1.5.5 No Collusion in Bidding, (page 27)
- 1.5.6 Intentions for Subcontracting, (page 28)
- 1.5.7 Legal Arizona Workers Act Compliance, (page 29)
- 1.5.8 Checklist and Addenda Acknowledgment, (page 30)
- 1.5.9 Offer Page, (page 31)

Minimum Specifications continued…..

SECTION 2.0

Bid Pricing

2.1 The Supplier shall submit the Bid in the form of a firm unit price for the product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0.* Supplier shall incorporate all profit and discount into their price.

2.2 The term of the contract shall commence upon award and shall remain in effect for a period of sixteen (16) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila 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.

2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Bid. Pricing offered should be noted on the price sheet, pages 24-25, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

3.1 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.

3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.

3.1.2 "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).

3.2 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.

Minimum Specifications continued…..

3.2.1 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%).

3.2.2 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.

3.2.3 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 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.

3.3 The Supplier certifies in signing this Bid that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.

3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

4.1 ORDERING

4.1.1 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.

4.1.2 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.

Minimum Specifications continued…..

4.1.3 SAMPLES: Supplier 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 Bids. 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.

4.1.4 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.

4.2 **DELIVERY:** Delivery Sites, as designated on Page 24, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages 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.

4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

4.2.2 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-TR Tire Rubber Modified Asphalt Emulsion 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.

4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

4.3 **PRICING**: Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.

Minimum Specifications continued…..

4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** 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 Suppliers expense.

Supplier 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.

Whenever there is a return of unused oil product that is a result of the County limiting the spread or storage of the oil product, the County shall pay the successful bidder up to the amount of **$250.00** to pay for all related freight costs, and pump off costs, related to oil product return.

4.4.1 Cancellation: Gila 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 successful bidder 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 Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

Minimum Specifications continued.....

SECTION 5.0

Product Specifications – Minimum Specifications: BID NO. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

PRODUCT SPECIFICATIONS

PRODUCT: **CRS-TR**
Tire Rubber Modified Asphalt Emulsion

DESCRIPTION: Cationic rapid setting emulsion for use as chip seal binder manufactured from tire rubber modified asphalt

MEETS SPECIFICATIONS: **AASHTO/ASTM**

TEST DESCRIPTION	AASHTO/ASTM METHOD	TYPICAL ANALYSIS	SPECS
TEST ON EMULSION:			
Viscosity @ 122 F, SFS	T-59/D-7496	325	150 – 500
Particle Charge	T-59/D-244	+	Positive
Demulsibility, %	T-59/D-6936	65+	40 Min
Sieve Test, WT%	T-59/D-6933	0.01	0.10 Max
Storage Stability 24 Hrs %	T-59/D-6930	0.01	1.0 Max
5 Day Settlement, %	T-59/D-6930	1.5	5.0 Max
Residue by Distillation	D-244/D-6997	66	65 Min
VOC, % @ 500 F	Rule 340 & 301	1.0	3.0 Max
TEST ON RESIDUE from D 244			
Penetration @ 25°C, 100g, 5s, dmm	T-49/D-5	115	90 – 150
Ductility 25°C, 5cm	T-51/D-113	60+	40 Min
Solubility in TCE %	T-44/D-2042	98+	97.5 Min
% digested tire rubber*	Report	5+	5 Min

*Whole Scrap Tire Rubber must be fully digested into the asphalt prior to emulsification and meet ASTM D2042 solubility specifications.

DOT SHIPPING NAME: Asphalt emulsion, non-hazardous

DOT PLACARD: None required

INSURANCE PROVISIONS

INDEMNIFICATION CLAUSE:

The Supplier 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 Supplier to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Supplier 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 Supplier 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 Supplier for the County.

INSURANCE REQUIREMENTS:

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

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE -** Supplier 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

Insurance Provisions continued…..

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 Supplier".**

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 Supplier, including automobiles owned, leased, hired or borrowed by the Supplier".**

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.

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 Supplier even if those limits of liability are in excess of those required by this Contract.
2. The Supplier's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Supplier 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,** and shall be sent by certified mail, return receipt requested.

Insurance Provisions continued…..

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 Supplier from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Supplier 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 **Jeannie Sgroi, 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:** Suppliers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Supplier shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

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

QUALIFICATION AND CERTIFICATION FORMS

Exhibit "D" Suppliers Qualifications and Reference List

Purpose

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

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

SECTION 6.0

Contract Number 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

The applicant submitting this Bid warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

_____

_____

_____

6.2 Has Supplier (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 Supplier failed to perform in the narrative part of this Contract.

6.3 Has Supplier (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 Suppliers disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

6.4 Has a contracting agency ever terminated a contract for cause with Supplier (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

6.1 Supplier must also provide at least the following information:

a. A brief history of the Suppliers Firm.

b. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Supplier has in supplying the specified services.

Qualification & Certification continued…

e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. Subcontractors ROC, contact name and phone number must be included.

f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mode) Rating in Arizona:** _____
(If Applicable)

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

6.7 **Current Arizona Contractor License Number:** _____
(If Applicable)

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

All suppliers should understand that the usage quantity listed is a "best estimate" and may vary greatly in actuality.

Supplier Name: _____ Phone No.: _____

Estimated Quantity: 800 Tons

Supply Destination

CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION		
	Delivered in Place with Boot Truck	**FOB Plant without Boot Truck**
Copper Region South of Roosevelt Lake Bridge		
Price Per Ton	$.	$.
Timber Region North of Roosevelt Lake Bridge		
Price Per Ton	$.	$.

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Price Sheet continued…

Supplier Name: _____ Phone No.: _____

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

  __$_____ per hour.

- Delivery charges per ton/mile for product to delivery to sites not listed above in this schedule:

  _$_____ per ton mile

- Transport Truck Rental after two (2) hours pumping time __$_____ per hour.

- Minimum _____ Ton for pick up FOB plant

- Amount __$_____ each occurrence for product returned and disposed.

** Upon return of unused oil product that is a result of the County limiting the spread or storage of the product, the County shall pay up to $250.00 for costs related to oil product return.

_____ _____
Company Name Signature of Authorized Representative

If payment is made within _____ days after receipt of goods or services, the above quoted price can be discounted by _____%.

REFERENCE LIST

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.

References

Please list a minimum of three (3) references for projects of similar size and scope to this Invitation for Bids during the past twelve (12) months, in or as close to Gila County as possible.

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

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

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

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

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

STATE OF ARIZONA)
)ss
COUNTY OF: GILA)

_____
(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **BID No. 010314 CRS-TR TIRE RUBBER MODIFIED ASPHALT EMULSION** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

_____
(Name of Business)

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

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 2014.

_____ **My Commission expires: _____**
Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of **Invitation for BID No. 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion,** 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 contract; and that documentation, such as copies of letters, requests for quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

☐ **YES**, it is my intention to subcontract a portion of the work.

☐ **NO**, it is not my intention to subcontract a portion of the work.

_____
Name of Business

_____
Signature of Authorized Representative

_____
Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

Any breach of Supplier'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 Supplier 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, Supplier 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.

Supplier 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 Supplier. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Supplier's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Supplier shall be entitled to an extension of time, but not costs.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

SUPPLIERS CHECKLIST

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Bid. If supplier fails to complete and/or execute any portion of the Bid Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

REQUIRED DOCUMENT	COMPLETED/EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2014.

_____
SUPPLIER:

_____
BY:

Each Bid shall be sealed in an envelope addressed to Gila County Public Works Division and bearing the following statement on the outside of the envelope: Sealed Bid to Supply: **CRS-TR Tire Rubber Modified Asphalt Emulsion,** Gila County Arizona, **Bid No. 010314.** All Bids shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **2:00 PM, Wednesday, February 12, 2014.**

OFFER PAGE

To Gila County

The undersigned hereby offers and agrees to furnish the material or services in compliance with all terms and conditions, instructions, specifications, and any amendments contained in this Invitation for Bid document.

Signature also certifies the Suppliers Bid is genuine, and is not in any way collusive or a sham; that the Bid is not made with the intent to restrict or prohibit competition; that the Supplier submitting the Bid has not revealed the contents of the Bid to, or in any way colluded with, any other supplier which may compete for the contract; and that no other Supplier which may compete for the contract has reveled the contents of a Bid to, or in any way colluded with, the supplier submitting this Bid.

Contract Number: 010314 CRS-TR Tire Rubber Modified Asphalt Emulsion

Supplier Submitting Bid:

_____
Company Name

_____
Address

_____
City State Zip

For Clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Firm _____ is now bound to provide the materials or services listed in IFB No.: 010314, including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 010314** . The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2014

_____
Michael A. Pastor, Chairman of the Board

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

ARF-2279 **Consent Agenda Item 5. C.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Submitted For: Eric Mariscal, Elections Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

Information

Request/Subject

Houston Mesa Fire District Governing Board Appointment

Background Information

ARS 48-803 (B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Houston Mesa Fire District Governing Board meeting of August 8, 2013, the Governing Board agreed that Susan V. Starr be appointed to fill the expired term of Kathy Whitton-Grzanka. In accordance with ARS 16-410 (A) the 2012 General Election for the Houston Mesa Fire District Governing Board was canceled. ARS 16-410 (C) allows for the vacancy to be filled in accordance with ARS 48-803.

Conclusion

Mrs. Starr has agreed to serve on the Houston Mesa Fire District Governing Board.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the appointment of Susan V. Starr as a new Governing Board member for the Houston Mesa Fire District.

Suggested Motion

Acknowledgment of the appointment of Susan V. Starr to the Houston Mesa Fire District Governing Board, term ending November 30, 2016, replacing Kathy Whitton-Grzanka whose term expired December 2012.

Attachments

Houston Mesa Fire District Appointment

ARS 16-410

NOTICE OF MEETING
HOUSTON MESA FIRE DISTRICT

The Fire Board of the Houston Mesa Fire District will meet in a Regular Session. The meeting will be held at the El Caballo Community Club located at 8119 W. Mescalero Road, Payson, AZ. The Board may vote to go into Executive Session on any agenda item, pursuant to ARS § 38-431.03 (A) (3) for discussion and consultation for legal advice with the District Attorney on matter as set forth in the agenda items. The following topics and any variable thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

BOARD MEETING MINUTES
August 8, 2013

1. **CALL TO ORDER** at 5:30 p.m. at El Caballo Community Club, Payson, AZ 85541.

2. **ROLL CALL OF BOARD MEMBERS AND ATTENDEES**
   Board members present: Chairperson Webster, Treasurer Norman, Clerk Schoonover, Member Sizemore.
   Attendees: Chief Essary, Assistant Treasurer John Webster, Board Nominee Susan Starr.

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**
   a. Regular Board Meeting Minutes –July 11, 2013
   Action taken: It was moved by Clerk Schoonover, seconded by Member Sizemore, to approve the minutes.
   Ayes: 4
   Nays: 0
   Motion Passed

5. **REPORTS & CORRESPONDENCE:**
   a. Chief's Report
   b. Treasurer's Reports
   Action taken: It was moved by Clerk Schoonover, seconded by Member Sizemore, to approve the Treasurer's Report.
   Ayes: 4
   Nays: 0
   Motion Passed

6. **OLD BUSINESS**

   a. **Discussion of possible financing of new SCBAs to replace current SCBAs presently in use.** The board will discuss the possibility of financing new SCBAs.
   Action Taken: It was moved by Treasurer Norman, seconded by Member Sizemore, to table this item because our financial status hasn't changed.
   Ayes: 4
   Nays: 0
   Motion Passed.

b. **Discussion regarding the possible re-financing of the water tenders lease purchase agreement.**
Chairperson Webster will provide an update on extending to lease/purchase agreement with PNC for the water tender.
Action taken: It was moved by Member Sizemore, seconded by Clerk Schoonover, to table this item because no update is available.
Ayes: 4
Nays: 0
Motion Passed.

c. **Discussion and possible action regarding the insurance check that was received for roof damage.**
Action Taken: It was moved by Treasurer Norman, seconded by Member Sizemore, to table this item due to the shortfall between the check amount of $2,100 and the estimated repair amount of $4,700, until further investigation can be done.
Ayes: 4
Nays: 0
Motion Passed.

7. **NEW BUSINESS**

a. **Discussion and possible action to swear in Susan Starr as a HMFD board member. Due to unforeseen situations Susan was unable to notarize her July Oath of Office within the 48 hours requirement.**

Action Taken: It was moved by Treasurer Norman, seconded by Member Sizemore, to appoint Susan Starr as a new Board member.
Ayes: 4
Nays: 0
Motion Passed.
The oath of office was administered to Susan Starr by Treasurer Norman.

b. **Discussion and possible action to move Octobers or Novembers regular board meeting to a alternative week to accommodate Treasurer Normans travel schedule.**
Action Taken: It was moved by Treasurer Norman, seconded by Clerk Schoonover, to move the November regular Board meeting to November 21st, to ensure a quorum.
Ayes: 4
Nays: 0
Motion Passed.

c. **Discussion and possible action on HB 2572 new state requirements.**
Action Taken: It was moved by Clerk Schoonover, seconded by Treasurer Norman, to acknowledge the new requirements so that HMFD will be in compliance with them.
Ayes: 4
Nays: 0
Motion Passed.

d. **Discussion and possible action in approving Minnie Norman as a volunteer to the Clerk for administrative functions.**
Action Taken: It was moved by Member Sizemore, seconded by Clerk Schoonover, to approve Minnie Norman as volunteer to the Clerk.
Ayes: 4
Nays: 0
Motion Passed.

e. **Discussion and possible action in reassigning board positions.**
Action Taken: Jean Schoonover nominated Randy Norman as Treasurer, Dick Sizemore nominated Susan Starr as Clerk, and Randy Norman nominated Lori Webster as Chairperson. It was moved by Jean Schoonover, seconded by Dick Sizemore, to approve the nominations.
Ayes: 4
Nays: 0
Motion Passed

f. **Discussion and review of the Auxiliary income and expense report for the fundraising events for HMFD.**
Discussion only. Chairperson Webster provided a copy of the email from Auxiliary President Cheryl Essary indicating that about $3,000 in funds have been raised to date, with more to be counted for August.

g. **Discussion and possible action to reduce administrative difficulties and ensure conformance with IRS tax code for the Pension Plan.**
Action Taken: It was moved by Treasurer Norman, seconded by Member Sizemore, to table this item until a meeting can be arranged with Jere Jarrell to discuss our options.
Ayes: 4
Nays: 0
Motion Passed

8. CALL TO THE PUBLIC

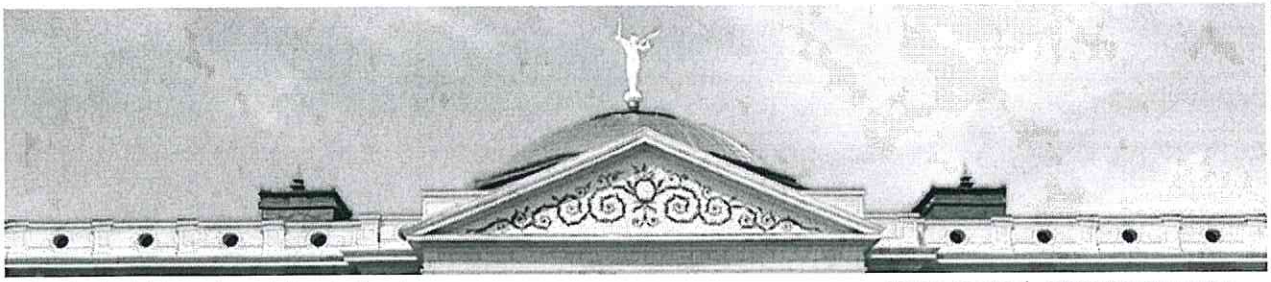
Consideration and discussion of comments and complaints from the public. Those wishing to address the Houston Mesa Fire District Board need not request permission in advance. The Fire District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Board Members may be permitted to respond to criticism directed to them. Otherwise, the Board may direct that staff review the matter or that the matter be placed on a future agenda. The Fire District Board cannot discuss or take legal action on any issues raised during the Call to the Public due to restrictions of the Open Meeting Law.

9. CONSIDERATION AND POSSIBLE ACTION CALENDAR

Next regular monthly HMFD Board Meeting will be September 12, 2013.

10. ADJOURNMENT 7:25 P

Under the provisions of the Americans with Disabilities Act, the Houston Mesa Fire District will make every effort to accommodate persons with disabilities. Please contact the HMFD office at 928-472-7908 prior to the scheduled meeting time.



48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

OATH OF OFFIC

Houston Mesa Fire District

OCT 17 '13 PM01:34

I, the undersigned, hereby execute this document in compliance with A.R.S. § 38-231 and § 11-542:

OFFICERS AND EMPLOYEES REQUIRED TO TAKE LOYALTY OATH: CLASSIFICATION: DEFINITION

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of an oath or affirmation prescribed by this section and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism defined in section 13-2301 the government of this state or any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section.

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: (Below)

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district or public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

A.R.S. § 38-231 (E) Oath:

State of Arizona, County of Gila

I, SUSAN V. STARR *do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of office of* Board Member *according to the best of my ability, so help me God (or so do I affirm).*

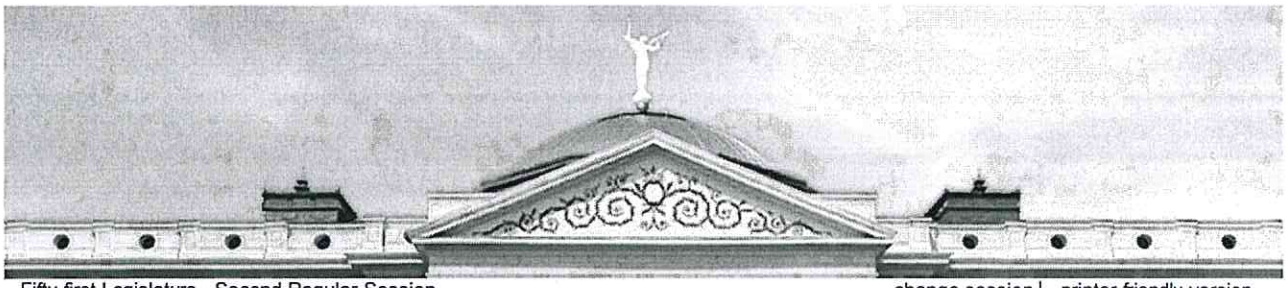
Signature

Subscribed and sworn (or affirmed) to before me on this 9 day of August, 2013.

(SEAL)

Notary Public

JASON A. JANSEN
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
March 25, 2017



16-410. Cancellation of certain elections; appointment to office; filling vacancies

A. Notwithstanding any other law, in any election that is to be held pursuant to title 15, title 48 or section 16-822, if the total of the number of persons who file a nomination petition for a candidate and the number of persons who file a nomination paper for a write-in candidate as prescribed by chapter 3, articles 2 and 3 of this title is less than or equal to the number of positions to be filled at the election for which the nomination petition or nomination paper is filed, the county board of supervisors may cancel the election no earlier than seventy-five days before the election and appoint the person or persons who filed the nomination petition or nomination paper to fill the position for the term of office for which the candidate was nominated by the qualified electors.

B. A person who is appointed pursuant to subsection A of this section is fully vested with the powers and duties of the office as if elected to that office.

C. If no nomination petitions for a candidate and no nomination papers for a write-in candidate have been filed to fill the position for which the election was being held, the position is deemed vacant and shall be filled in accordance with laws governing the filling of those vacancies.

D. Canceled elections shall not appear on any ballot, but if a withdrawal or disqualification of one or more candidates results in the cancellation of an election after the ballots have been printed, the results of any vote for that office shall not be canvassed.

ARF-2283 **Consent Agenda Item 5. D.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Reporting Period: Globe Regional Constable's Office Monthly Report for December 2013

Submitted For: Jesse Bolinger **Submitted By:** Kimberly Rust, Constable Clerk, Constable - Globe

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Information

Subject

Globe Regional Constable's Office Monthly Report for December 2013

Suggested Motion

Acknowledgment of the December 2013 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

Globe Regional Constable Office Monthly Report for December 2013

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

100520

DATE 12-31-2013

CONTRACT #

GRANT #

DEPOSIT TO FUND Multiple Funds FUND #

REMITTING AGENCY Globe Precinct Constable # 321

BILLING PERIOD December 2013

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1915- -2061	30169	CESTB Warrant Fee	5	00
1005.321.3405.20	30189	Service Fee	90	40
	27301		64	00
	28707		64	00
	4232		84	00
	2010		48	00
	cash		40	00
			395	40

Preparer Signature: Kimberly Pruett Title Constable Clerk

Approved Signature: Title Constable

SUMMARY OF DEPOSIT

Currency	40.00
Coins	
Checks	355.40
Total	395.40

2 x 20-00

TREASURER By Date 12.31.13

ORIGINATING OFFICE

119082

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: January 2, 2014

To: Gila County Board of Supervisors

From: Jesse E. Bolinger Constable

Re: Monthly Report

For the month of December 2013, the Globe Constable performed the following services in the Globe Precinct and Gila County.

SEE ATTACHED SHEET

TOTAL SERVICES FOR MONTH: 56
TOTAL MILES FOR MONTH 504

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	**$395.40**	fees for the month
Warrant letters mailed		
Money taken into Globe Justice Court from Our letters		

Respectfully submitted,

JESSE E. BOLINGER
GLOBE CONSTABLE

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 12/31/2013
Page: 1

MONEY RECEIVED REPORT - by DATE

12/1/2013 TO 12/31/2013

Transaction Type	Count	Total
Check	6	$351.40
Cash	1	$40.00
Total Payments	7	$391.40

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2013 TO 12/31/2013

Number of Cases	Description
1	Response to Notice and Summons (Fee)
6	Summons & Complaint (Fee)
1	Summons Forcible Detainer (Fee)
1	WRIT OF GARNISHMENT (Fee)
1	Hearing Order for Injunction Against Harassment
2	Hearing Order for Order of Protection
2	Injunction Against Harassment
1	Notice Of Hearing Prior To Injunction Against Harassment
1	Notice Of Hearing Prior To Order Of Protection
2	Notice To Appear; Petition
3	Order Of Protection
10	Subpoena
1	Summons
4	Summons & Complaint
20	Trial Subpoena

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2013 TO 12/31/2013

Number of Cases	Description
Total Number of Fee Services	9
Total Number of Non Fee Services	47
Total Number of Services	56

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

12/1/2013 TO 12/31/2013

Date: 12/31/2013
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
12/3/2013	12/3/2013	J0403CV2013-337	Portfolio Recovery Associates LLC	Robert & Jane/John Doe McClelland	Robert Richard McClelland	$64.00	28707	Globe Justice Court	7
		Summons & Complaint	Robert & Jane/John Doe McClelland	276 S Prospect Ave Apt 6 Miami, AZ 85539 (Home)	276 S Prospect Ave Apt 18 Miami, AZ 85501 (Home)	$64.00			1
12/5/2013	12/5/2013	J0403CR2013-703	State of Arizona	Officer J Valenzuela	S Dean	$0.00		Globe Justice Court	0
		Trial Subpoena	Gregg Lovan Torres	GCSO 1100 South St Globe, Az 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
12/5/2013	12/5/2013	J0403CR2013-703	State of Arizona	Veronica Tarango	Veronica Tarango	$0.00		Globe Justice Court	0
		Trial Subpoena	Gregg Lovan Torres	Mountain Shadow Space 1 Globe, AZ 85501 (Home)	Mountain Shadow Space 1 Globe, AZ 85501 (Home)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-526	State of Arizona	Debi Busby	Debi Busby	$0.00		Globe Justice Court	5
		Trial Subpoena	Korwin Smith	5560 Lancaster St Globe, AZ 85501 (Home)	Cobre Valley Regional Medical Center 5880 So Hospital Dr Miami, AZ 85539 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-527	State of Arizona	Officer E McGuire	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	Globe PD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-328	State of Arizona	C. Melford	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	Globe PD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-602	State of Arizona	Officer AJ Castaneda	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-603	State of Arizona	Officer Charles	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	GPD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-603	State of Arizona	Officer Williams	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	GPD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/9/2013	12/9/2013	J0403CR2013-526	State of Arizona	Sgt Haines	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Korwin Smith	GPD 175 N Pine St Globe, AZ 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2013 TO 12/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/9/2013	12/9/2013	JV2013-135	State of Arizona	Sgt Padilla	Miami PD Dispatch	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	MPD 804 Sullivan St Miami, Az 85539 (Work)	MPD 804 Sullivan ST Miami, AZ 85539 (Work)	$0.00			1
12/9/2013	12/9/2013	JV2013-135	State of Arizona	Haley Crawford	Joshua Crawford	$0.00		Gila County Juvenile Court	3
		Subpoena	[redacted]	402 W Banker Ave Globe, AZ 85501 (Home)	402 W Banker Ave Globe, AZ 85501 (Home)	$0.00			1
12/11/2013	12/11/2013	J0403CV2013-495	[redacted]	Leroy J Meade	Leroy J Meade	$0.00		Globe Justice Court	3
		Notice Of Hearing Prior To Order Of Protection	Leroy J Meade	S Hopi Ave Globe, AZ 85501 (Home)	7847 S Hopi Ave Globe, AZ 85501 (Home)	$0.00			2
12/11/2013	12/11/2013	J0403CR2013-742	State of Arizona	Deputy Hill	S Dean	$0.00		Globe Justice Court	1
		Trial Subpoena	Diane Victor	GCSO 1100 South St Globe, AZ 85501 (Work)	GCSO 1100 South St Globe, AZ 85501 (Work)	$0.00			1
12/11/2013	12/11/2013	J0403CR2013-796	State of Arizona	Officer K. Trimble	D. Barajas	$0.00		Globe Justice Court	1
		Trial Subpoena	Genea Nierdieck	GPD 175 N Pine St Globe, Az 85501 (Work)	GPD 175 N Pine St Globe, AZ 85501 (Work)	$0.00			1
12/11/2013	12/11/2013	J0403TR2013-2014	State of Arizona	S Skaggs	D Atkinson	$0.00		Globe Justice Court	1
		Trial Subpoena	Gregory Edwards	DPS Globe, Az 85501 (Work)	DPS 1902 HWY 60/70 Globe, Az 85501 (Work)	$0.00			1
12/11/2013	12/12/2013	J0403CR2013-686	State of Arizona	Officer Medina	Miami PD Dispatch	$0.00		Globe Justice Court	7
		Trial Subpoena	Jose Olvera-Ramirez	MPD 740 W Sullivan St Miami, AZ 85539 (Work)	MPD 804 Sullivan ST Miami, AZ 85539 (Work)	$0.00			1
12/11/2013	12/12/2013	J0403CR2013-759	State of Arizona	Chief Rodriguez	Miami PD Dispatch	$0.00		Globe Justice Court	7
		Trial Subpoena	Jonathan L Licano	Miami Police Department , (Work)	MPD 804 Sullivan ST Miami, AZ 85539 (Work)	$0.00			1
12/11/2013	12/12/2013	J0403CR2013-686	State of Arizona	Sheri Lynn Pizano	Unserved	$0.00		Globe Justice Court	7
		Trial Subpoena	Jose Olvera-Ramirez	Christina Apartments Apt 18 Miami, AZ 85539 (Home)		$0.00			1
12/11/2013	12/11/2013	J0403CR2013-742	State of Arizona	Stephen Pankratz	Stephen Pankratz	$0.00		Globe Justice Court	3
		Trial Subpoena	Diane Victor	5708 Javelina Hill Globe, AZ 85501 (Home)	5708 Javelina Hill Globe, AZ 85501 (Home)	$0.00			1
12/11/2013	12/12/2013	J0403CR2013-686	State of Arizona	Sharron Tarron	Sharron Tarron	$0.00		Globe Justice Court	1
		Trial Subpoena	Jose Olvera-Ramirez	417 Forest Ave Miami, AZ 85539 (Home)	Heritage Health Care Globe, AZ 85501 (Work)	$0.00			1
12/11/2013	12/11/2013	J0403CR2013-759	State of Arizona	Brian Wolford	Denise Wolford	$0.00		Globe Justice Court	5
		Trial Subpoena	Brian Wolford	5900 N Main St Space 163 Globe, AZ 85501 (Home)	5900 N Main St Space 163 Globe, AZ 85501 (Home)	$0.00			1
12/11/2013	12/12/2013	J0403CV2013-463	Capitol One Bank	Florene & Jane/John Doe Golden	Ruben Avalos	$64.00	29201	Globe Justice Court	3
		Summons & Complaint	Florene & Jane/John Doe Golden	14755 S AZ HWY 188 Globe, AZ 85501 (Home)	486 W Euclid Ave Globe, AZ 85501 (Home)	$64.00			1
12/12/2013	12/12/2013	M0444CR2013-012405	State of Arizona	Mr. Wesley Nelson	Mr. Wesley Nelson	$0.00		Payson Magistrate Court	1
		Summons	Mr. Wesley Nelson	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2013 TO 12/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/12/2013	12/12/2013	J0403CV2013-414	[redacted]	Jayne Lois Corr	Jerry Cox	$0.00		Globe Justice Court	5
		Hearing Order for Injunction Against Harassment	Steven Williamson	1775 N Broad St Space 100 Globe, AZ 85501 (Home)	1775 N Broad St Space 100 Globe, AZ 85501 (Home)	$0.00			1
12/12/2013	12/12/2013	J0403CV2013-497	[redacted]	Ronnie Sanchez	Ronnie Sanchez	$0.00		Globe Justice Court	5
		Order Of Protection	Ronnie Sanchez	5900 Pineway Claypool, AZ 85532 (Home)	5900 Pineway Claypool, AZ 85532 (Home)	$0.00			1
12/13/2013	12/13/2013	JV2013-135	State of Arizona	Sgt Padilla	S. Wilson	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	MPD 804 Sullivan St Miami, Az 85539 (Work)	MPD 804 Sullivan St Miami, Az 85539 (Work)	$0.00			1
12/13/2013	12/13/2013	JV2013-126	State of Arizona	Lt. S. Preston	S. Wilson	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	MPD 804 Sullivan St Miami, AZ 85539 (Home)	MPD 804 Sullivan St Miami, Az 85539 (Work)	$0.00			1
12/13/2013	12/13/2013	JV2013-126	State of Arizona	Officer Medina	S. Wilson	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	MPD 740 W Sullivan St Miami, AZ 85539 (Work)	MPD 804 Sullivan St Miami, Az 85539 (Work)	$0.00			1
12/13/2013	12/13/2013	JV2013-135	State of Arizona	Haley Crawford	Katlyn Gail Crawford	$0.00		Gila County Juvenile Court	2
		Subpoena	[redacted]	402 W Banker Ave Globe, AZ 85501 (Home)	402 Banker St Globe, AZ 85501 (Home)	$0.00			1
12/13/2013	12/13/2013	JV2013-126	State of Arizona	Joe Bracamonte	Jerry Rocha	$0.00		Gila County Juvenile Court	1
		Subpoena	[redacted]	Globe Fire Department Globe, AZ 85501 (Work)	Globe Fire Department Globe, AZ 85501 (Work)	$0.00			1
12/13/2013	12/13/2013	JV2013-126	State of Arizona	Eric Holiday	Eric Holiday	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	709 Merritt St Miami, AZ 85539 (Home)	709 Merritt St Miami, AZ 85539 (Home)	$0.00			1
12/13/2013	12/16/2013	JV2013-126	State of Arizona	Leslie Mora	Leslie Mora	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	746 W Merritt St Miami, AZ 85539 (Home)	746 W Merritt St Miami, AZ 85539 (Home)	$0.00			1
12/13/2013	12/13/2013	JV2013-126	State of Arizona	Bob Myers	Judy Myers	$0.00		Gila County Juvenile Court	7
		Subpoena	[redacted]	743 Merritt St Miami, AZ 85539 (Home)	743 Merritt S Miami, AZ 85539 (Home)	$0.00			1
12/16/2013	12/16/2013	J0403CR2013-727	State of Arizona	Yolanda Santillan for Xavier Vidales	Yolanda Santillan for Xavier Vidales	$0.00		Globe Justice Court	3
		Trial Subpoena	Edward Charles Godoy Sr	8958 S Six Shooter Canyon Space 92 Globe, AZ 85501 (Home)	8958 S Six Shooter Canyon Space 92 Globe, AZ 85501 (Home)	$0.00			1
12/16/2013	12/16/2013	J0403CV2013-000500	[redacted]	Pamela Renee Zufelt	Unserved	$0.00		Globe Justice Court	3
		Notice Of Hearing Prior To Injunction Against Harassment	Pamela Renee Zufelt	1480 Monterey Drive Space 59 Globe, AZ 85501 (Home)		$0.00			1
12/18/2013	12/19/2013	J0403CV2013-503	Evalio Barrientos	Martin Martinez	Martin Martinez	$40.00	4222B	Globe Justice Court	15
		Summons & Complaint	Martin Martinez	5924 El Camino Claypool, AZ 85539 (Home)	5924 El Camino Claypool, AZ 85539 (Home)	$40.00			3
12/18/2013	12/18/2013	JV2013-217	State of Arizona	[redacted]		$0.00		Gila County Superior Court	5
		Notice To Appear; Petition	[redacted]	AZ 85501 (Home)	AZ 85501 (Home)	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2013 TO 12/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/18/2013	12/18/2013	J0403CR2013-892	State of Arizona	William Anthony Lagunas	William Anthony Lagunas	$0.00		Globe Justice Court	1
		Summons & Complaint	William Anthony Lagunas	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	$0.00			1
12/18/2013	12/18/2013	J0403CR2013-893	State of Arizona	William Anthony Lagunas	William Anthony Lagunas	$0.00		Globe Justice Court	1
		Summons & Complaint	William Anthony Lagunas	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	Gila County Jail 1100 South St Globe, AZ 85501 (GCSO Globe Jail)	$0.00			1
12/18/2013	12/19/2013	J0403CR2013-894	State of Arizona	Jamy Strobach	Jamy Strobach	$0.00		Globe Justice Court	1
		Summons & Complaint	Jamy Strobach	342 S Altarest Ave Miami, AZ 85539 (Home)	McDonalds of Globe Globe, AZ 85501 (Parking Lot)	$0.00			1
12/18/2013	12/19/2013	J0403CR2013-891	State of Arizona	Sandra Armendariz	Sandra Armendariz	$0.00		Globe Justice Court	14
		Summons & Complaint	Sandra Armendariz	6236 Calle De Loma Miami, AZ 85539 (Home)	Miami High School Bus Barn Miami, AZ 85539 (Other)	$0.00			2
12/20/2013	12/20/2013	JV2013-220	State of Arizona	[redacted]		$0.00		Gila County Juvenile Court	3
		Notice To Appear; Petition	[redacted]			$0.00			1
12/20/2013	12/21/2013	J0403CV2013-497	[redacted]	Felicia Garcia	Felicia Garcia	$0.00		Globe Justice Court	7
		Hearing Order for Order of Protection	Ronnie Sanchez	5842 New St Miami, AZ 85539 (Home)	5842 New St Miami, AZ 85539 (Home)	$0.00			1
12/20/2013	12/20/2013	J0403CV2013-471	Jerry & Renee Garlinghouse	Jerry & Renee Garlinghouse	Jerry L Garlinghouse	$40.00	888828	Globe Justice Court	10
		Response to Notice and Summons	Milton & Patricia Sloane	1065 N WHeatfields Rd #14 Po Box 2686 Globe, AZ 85501 (Home)	1065 N Wheatfields Rd Space 14 Globe, AZ 85501 (Home)	$40.00			1
12/23/2013	12/23/2013	J0403CV2013-510	[redacted]	John Medlin	John Medlin	$0.00		Globe Justice Court	3
		Order Of Protection	John Medlin	985 E Kline St GLobe, AZ 85501 (Parent's Home)	Hill & Maple St Globe, AZ 85501 (Intersection)	$0.00			1
12/26/2013	12/30/2013	13-2241D	George C Funari, Trustee et al	John F Deeks	Unserved	$40.00	4222 A	Worcester Superior Court	6
		Summons & Complaint	John F Deeks	1260 E Montecito Dr Globe, AZ 85501 (Home)		$40.00			3
12/26/2013	12/26/2013	J0403CV2013-514	Carl Carpenter	Johnny Reynosa	Johnny Reynosa	$48.00	2010	Globe Justice Court	7
		Summons Forcible Detainer	Johnny Reynosa	1117/1109 Sullivan St Miami, AZ 85539 (Home)	Chalo's Restraunt Miami, AZ 85539 (Work)	$48.00			1
12/26/2013	12/26/2013	J0403CV2009-482	Capitol One Bank	Heart J Livestock Company LLC, Julie Craig	Heart J Livestock Company LLC, Julie Craig	$95.40	30169	Globe Justice Court	21
		WRIT OF GARNISHMENT	Juliana Ochs	4198 E Dripping Springs Rd Winkleman, AZ 85292 (Work)	4198 E Dripping Springs Rd Winkleman, AZ 85292 (Work)	$95.40			1
12/26/2013	12/26/2013	J0403CV2013-510	[redacted]	Kelly Medlin	Kelly Medlin	$0.00		Globe Justice Court	3
		Hearing Order for Order of Protection	John Medlin	9171 Kellner Canyon Globe, AZ 85501 (Home)	9171 Kellner Canyon Globe, AZ 85501 (Home)	$0.00			1
12/26/2013	12/27/2013	J0403CR2013-862	State of Arizona	Angela Banta	Unserved	$0.00		Globe Justice Court	7
		Trial Subpoena	Adam L.H. Keller	191 S Linden Ave Miami, AZ 85539 (Home)		$0.00			1
12/30/2013		J0403CV2013-518	Greg Reynoso Villalobos	Darie K Roehm		$0.00		Globe Justice Court	0
		Injunction Against Harassment	Darie K Roehm	74400 Alamo Way Globe, AZ 85501 (Other)		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

12/1/2013 TO 12/31/2013

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/30/2013		J0403CV2013-519	[redacted]	Melissa Ann Cruz		$0.00		Globe Justice Court	0
		Injunction Against Harassment	Melissa Ann Cruz	945 E Bailey St Globe, Az 85501 (Home (new))		$0.00			0
12/31/2013		J0403CV2013-520	[redacted]	Ivan Moreno		$0.00		Globe Justice Court	0
		Order Of Protection	Ivan Moreno	Burger House 812 W Live Oak St Miami, AZ 85539 (Work)		$0.00			0

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 12/31/2013
Page: 1

QUASHED WARRANT REPORT

12/1/2013 TO 12/31/2013

Case Number	Individual
J0403TR2013-000741	Donovan Dosela
J0403CR2013-000240	Donovan Dosela
J0403CR2013-000113	Mr Nathan James O'Donnell

Total Quashed: 3

GILA COUNTY CONSTABLE

Jesse E. Bolinger
1400 East Ash Street, Globe, Arizona 85501

Globe Regional Constable's Office, Globe Regional
(928) 402-8759

Date: 12/31/2013
Page: 1

TOTAL WARRANTS SERVED REPORT

12/1/2013 TO 12/31/2013

Case Number	Individual
J0403CR2013-000433	Keith Bert Hopkins
J0403CR2013-000437	Keith Bert Hopkins
J0403CR2012-000699	Randy Keith Karnes
J0403CR2013-000390	Randy Keith Karnes
J0403TR-0000940177	Donovan Delano Russell
J0403TR2012-003433	Joshua James Padilla
J0403CR2011-000558	Anthony Martin Jr
J0403CR2008-000875	Anthony Martin Jr
J0403CR2013-000070	Seneca James Smith
J0403CR2011-000422	Seneca James Smith

Total Warrants: 10

ARF-2301 **Consent Agenda Item 5. E.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Reporting Period: Globe Regional Justice of the Peace's Office Monthly Report for December 2013

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for December 2013

Suggested Motion

Acknowledgment of the December 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice Court monthly report for December 2013

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: December, 2013

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	$ 3,300.55
RECEIVED DURING THE MONTH	$43,819.78
DISBURSED DURING THE MONTH	$38,043.63
BALANCE AT THE END OF THE MONTH	$ 9,076.70

Justice of the Peace

Susan L. Williams

Financial Clerk

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

DECEMBER 2013 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 31.13	$ 1.56	$ 29.57
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 647.89	$ 32.40	$ 615.49
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 40.00	$ 2.00	$ 38.00
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 3,224.09		$ 3,224.09
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,750.88		$ 1,750.88
Game and Fish - Wildlife	ZGF		STATE	$ 71.58	$ 3.58	$ 68.00
Extra DUI Assessment $500	ZGFDU		STATE	$ 2,880.43	$ 144.03	$ 2,736.40
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ 56.25	$ 2.82	$ 53.43
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 46.22	$ 2.32	$ 43.90
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 908.50	$ 45.43	$ 863.07
Alternative Dispute Resolution	ZADR		T848-2061	$ 44.68	$ 2.24	$ 42.44
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ 38.00	$ 1.90	$ 36.10
Confidential Address Assessment - Local	ZCAA2			$ 2.00	$ 0.10	$ 1.90
Citizens Clean Elections	ZCEF		T888-2061	$ 1,362.73		$ 1,362.73
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 6,740.68	$ 337.04	$ 6,403.64
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,750.00	$ 87.50	$ 1,662.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 772.06	$ 38.61	$ 733.45
DUI Abatement	ZDUIA		T889-2061	$ 250.00	$ 12.50	$ 237.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 334.09	$ 16.71	$ 317.38
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 18.68	$ 0.94	$ 17.74
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 928.06	$ 46.41	$ 881.65
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 13,337.07	$ 666.86	$ 12,670.21
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 953.86	$ 47.70	$ 906.16
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 951.55	$ 47.58	$ 903.97
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ 14.06	$ 0.71	$ 13.35
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 719.57		$ 719.57
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 148.70	$ 7.44	$ 141.26
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,343.20		$ 1,343.20
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 340.30	$ 17.02	$ 323.28
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 781.90		$ 781.90
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 127.48	$ 6.38	$ 121.10
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 41.97		$ 41.97
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 27.98		$ 27.98
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 237.71	$ 11.89	$ 225.82
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 388.17	$ 19.41	$ 368.76
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 1,865.35	$ 93.27	$ 1,772.08
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 1,674.48	$ 83.73	$ 1,590.75
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 209.30	$ 10.47	$ 198.83
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 51.56	$ 2.58	$ 48.98
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 36.44	$ 1.83	$ 34.61
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 740.38	$ 37.02	$ 703.36
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ 0.46	$ 0.03	$ 0.43
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 4.00	$ 0.20	$ 3.80
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 3.93	$ 0.20	$ 3.73
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 0.58	$ 0.03	$ 0.55
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 66.49	$ 3.33	$ 63.16
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 105.68	$ 5.29	$ 100.39
Prison Construction Fund	ZPCOF		T908-2061	$ 2,545.78	$ 127.29	$ 2,418.49
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 114.05	$ 5.70	$ 108.35
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 4,424.88	$ 221.24	$ 4,203.64
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 49.79	$ 2.49	$ 47.30
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 139.34		$ 139.34
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,086.77		$ 2,086.77
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,391.17		$ 1,391.17
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

DECEMBER, 2013 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 15.44	$ 0.78	$ 14.66
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 56,837.34	$ 2,198.56	$ 54,638.78

TOTAL ADJUSTED BALANCE VERIFICATION $ 54,638.78

TOTAL RESTITUTION RECEIVED $ 1,625.98

TOTAL RECEIPTS THIS MONTH $ 56,463.32

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/2/2014	7786	$ 9,422.83	ARIZONA STATE TREASURER
1/2/2014	7787	$ 47,399.85	GILA COUNTY TREASURER
1/2/2014	7788	$ 14.66	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 56,837.34	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of DECEMBER, 2013.

Justice of the Peace

Subscribed and Sworn to before me this 9th day of January, 2014.

Susan LeMae Williams

Notary Public

My Commission Expires: February 12, 2017

SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

ARF-2305 **Consent Agenda Item 5. F.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Reporting Period: January 7, 2014

Submitted For: Marian Sheppard, Clerk, BOS

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

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Information

Subject

January 7, 2014, BOS Meeting Minutes

Suggested Motion

Approval of the January 7, 2014, Board of Supervisors' meeting minutes.

Attachments

BOS 01-07-2014 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: January 7, 2014

MICHAEL A. PASTOR Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Laurie J. Kline Deputy Clerk
JOHN D. MARCANTI Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

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. Steve Stratton led the Pledge of Allegiance and Cheryl Sluyter delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to adopt Resolution No. 14-01-01 to name a previously unnamed section of road in Pine, Arizona as S. Fox Hat Trail.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that a few residents of Pine, Arizona, contacted the Gila County Rural Addressing Department in order to obtain 911 addresses. It was determined by staff at that time that this section of road needs to be properly identified. Mr. O'Driscoll advised that the residents have met the requirements of the Gila County Street Naming and Property Numbering Ordinance with regard to the proposed name for this section of road; a notice of a public hearing was published in the Arizona Silver Belt, the official newspaper of record; and no written objections were receive; therefore, this is the time for the Board of Supervisors to receive public comment on this issue.

Chairman Pastor called for public comment to which there were none; therefore, he closed the public hearing. Upon motion by Vice-Chairman

Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-01-01 naming a previously unnamed section of road in Pine, Arizona as S. Fox Hat Trail. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action for the Board of Supervisors to review equipment quotes for the County's purchase of core switch equipment for the County computer network and to approve the use of State of Arizona Contract No. ADSPO12-024651 with Sentinel Technologies, Inc. to purchase said equipment in the amount of $86,831.60.

Kelly Riggs, Information Technology Department Director, advised that for the past 9 years, Gila County's network has been controlled by the same core switch router and that router is at the end of its viable use. By the end of this year the manufacturer of the router switch is no longer going to provide technical support or replacement parts for the router. Three bids were submitted. The chosen bidder brought an engineer on site, at their own expense, to evaluate the existing infrastructure, integration and reasonable expectations of growth of the County in order to recommend the best equipment to the County. Sentinel Technologies, Inc. also provides an additional incentive by offering a trade-in discount which assumes return of all items displaced by the replacement solution within 90 days. Mr. Riggs further advised that Gila County is an active member of the Arizona State Purchasing Cooperative which gives the County better pricing for this type of equipment. The purchase of this equipment has been included in the County's current fiscal year budget under the capital improvements line item and, if approved, it will be installed over the weekend to minimize the impact to the County. The installation can be completed expeditiously utilizing the assistance of Cisco, the current vendor the County uses for computer services, configuring and testing the equipment prior to installing it onsite.

Supervisor Marcanti inquired as to whether or not all 3 bidders were given the same bid documents and if each offered incentives. Mr. Riggs replied that Sentinel Technologies, Inc. was given "leeway" for that allowance per Cisco because Sentinel did all the "leg work" in order to recommend the best suited equipment for the County. Supervisor Marcanti then commented that World Wide Technology would have been $5,000 less expensive if given the same opportunity to offer incentives. He then asked if it was going to be a problem to package the old equipment for shipment back within 90 days, to which Mr. Riggs indicated that it would not be an issue as the County would use the packaging from the new equipment to package the old equipment to return once it has been reasonably determined that the new equipment will function as intended. Chairman Pastor asked for clarification that there would be no

network services available during the router installation, which was confirmed by Mr. Riggs. Mr. Riggs advised that the Sheriff's Office phones will be functional and the analog 911 emergency response system currently in place will also be functional. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the use of State of Arizona Contract No. ADSPO12-024651 with Sentinel Technologies, Inc. to purchase said equipment in the amount of $86,831.60.

B. Information/Discussion/Action to approve the purchase of the property located at 203 W. Frontier Street in Payson, Arizona, in the amount of $60,000 in order to accommodate future expansion plans or additional parking to the surrounding Gila County Payson Complex; and authorize the Chairman's signature on the title documents and deed.

Steve Stratton, Public Works Division Director, provided an aerial photo of the 1.5 acre property located at 203 W. Frontier Street which is adjacent to the County Recorder's Office and the Assessor's Office. The asking price of the property was $69,000 and with approval from Don McDaniel, County Manager, the County offered $60,000, which was accepted by the seller. Mr. Stratton advised that this purchase is one component of the County's long-range facility plan, and it is anticipated that the plan will be presented to the Board of Supervisors for approval within the next 30 days. In the interim, the property can be used for parking until further developed by the County. Chairman Pastor inquired if the entire lot would be leveled to which Mr. Stratton replied that the house will be removed and, if possible, the vegetation will remain for shade and landscaping purposes. Chairman Pastor commented that there was a concern regarding the dust from all the dirt, so he suggested laying gravel. Mr. Stratton advised that the dust issue will be addressed in the long-term plan for this property. Chairman Pastor inquired if an agreement has been reached with the Chamber of Commerce as its building is currently located at this site. Mr. Stratton replied that the property was given to the Chamber of Commerce by the County for their building. In order to get back this property, the County would have to pay the appraisal amount that was established in 1990, which is between $68,000 and $90,000. The County is in discussions to acquire the building from the Chamber of Commerce. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the purchase of the property located at 203 W. Frontier Street in Payson, Arizona, in the amount of $60,000 in order to accommodate future expansion plans or additional parking to the surrounding Gila County Payson Complex; and authorized the Chairman's signature on the title documents and deed.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 101113-1 between Gila County and the Town of Hayden whereby upon request from the Town of Hayden, the County will provide

various types of equipment and/or services on occasion and when available for safety needs and/or efforts by the Town of Hayden.

Jeff Hessenius, Finance Division Director, stated that this Intergovernmental Agreement (IGA) will provide a mechanism for the Town of Hayden to request equipment and/or services from the County, and it will allow the County to provide a more timely response to the Town's requests if equipment and/or services are available. Vice-Chairman Martin commented that it was wise to pool resources and assist where needed. Supervisor Marcanti commented that the County provided a street sweeper this past summer to the Town during a monsoon storm to clear the roadway, and street signs were provided during a community walk in order to protect pedestrians. He added that this IGA would be utilized particularly for emergency- type situations when requests to use County-owned equipment would be made. Chairman Pastor inquired if Town of Hayden personnel were qualified to operate the County's equipment. ***Don McDaniel, County Manager, replied that he confirmed with Steve Stratton, Public Works Division Director, that at any time County-owned equipment is provided to the Town of Hayden, only County employees will operate the equipment.*** Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. 101113-1 between Gila County and the Town of Hayden whereby upon request from the Town of Hayden, the County will provide various types of equipment and/or services on occasion and when available for safety needs and/or efforts by the Town of Hayden.

D. Information/Discussion/Action to approve Professional Services Agreement No. 062813 with Dr. Mark Fischione to provide Medical Examiner services for Gila County for a period of one year in a not to exceed amount of $30,000 unless prior written approval is received from the County, and with an option to renew the contract for 3 additional 1-year periods.

Mr. Hessenius advised that Dr. Wesley Romberger, the County's former Medical Examiner, retired in February 2013. Dr. Michael Durham has been providing Medical Examiner services to all of Gila County since Dr. Romberger's retirement. The County has recently been advised that Dr. Durham is planning to retire soon; therefore, it is in the best interest of the County to retain Dr. Mark Fischione, who is fully qualified to perform Medical Examiner services as well as Forensic Pathologist services. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Professional Services Agreement No. 062813 with Dr. Mark Fischione to provide Medical Examiner services for Gila County for a period of 1 year in a not-to-exceed amount of $30,000 unless prior written approval is received from the County, and with an option to renew the contract for 3 additional 1-year periods.

E. Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following boards, committees and organizations for calendar year 2014: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers; 3) Public Safety Personnel Retirement System Local Board; 4) Gila County Board of Health; 5) Gila County Local Emergency Planning Committee; 6) Central Arizona Governments Regional Council; 7) County Supervisors Association Legislative Policy Committee; 8) Eastern Arizona Counties Organization; 9) San Carlos Apache Tribe Partnership Steering Committee; 10) Coalition of Arizona/New Mexico Counties; and 11) Allied Health Care Advisory Committee.

Don McDaniel, County Manager, stated that each year the Board of Supervisors reviews the appointments of its Board members to other boards, committees and organizations. This annual review process was established to ascertain each Board member's continued interest in serving on a particular board, committee or organization, and to determine their availability to attend meetings. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously reappointed Board members to serve on the following boards, committees and organizations for calendar year 2014, as follows: 1) Correctional Officers Retirement Plan Local Board for Sheriff's Office Detention Officers & Non-Uniformed Officers-**Supervisor Pastor**; 2) Correctional Officers Retirement Plan Local Board for Sheriff's Office Dispatchers-**Supervisor Pastor**; 3) Public Safety Personnel Retirement System Local Board-**Supervisor Marcanti**; 4) Gila County Board of Health-**Supervisor Pastor**; 5) Gila County Local Emergency Planning Committee-**Supervisor Marcanti**; 6) Central Arizona Governments Regional Council-**Supervisor Pastor**; 7) County Supervisors Association Legislative Policy Committee-**Supervisor Martin**; 8) Eastern Arizona Counties Organization-**Supervisor Martin**; 9) San Carlos Apache Tribe Partnership Steering Committee-**Supervisor Marcanti**; 10) Coalition of Arizona/New Mexico Counties-**Supervisor Martin**; and 11) Allied Health Care Advisory Committee-**Supervisor Pastor.**

F. Information/Discussion/Action to establish a Transportation Excise Tax Continuation Committee, appoint 15 to 20 members, and instruct staff to call the initial meeting of the Committee to meet during the last week in January or first week in February.

Mr. McDaniel stated that this item was continued from the December 17th Board of Supervisors' meeting in order for Board members to contact potential Gila County Transportation Excise Tax Continuation Citizens Committee

members to ascertain their availability and interest in serving on said Committee and instruct County staff to schedule the initial meeting.

Vice-Chairman Martin proceeded to read aloud the list of names, who she believes would be willing to serve on said Committee.

Supervisor Marcanti pointed out that he is in favor of extending the County's transportation excise tax; however, he does not see the need to form this Committee because the process would take even longer to get the issue to the voters. He acknowledged that all of the Arizona counties are lobbying the State Legislature to return Highway User Revenue Funds (HURF) to the counties; however, in talking with citizens and business leaders, he doesn't feel that the State's economy has improved to the point where the State government will return HURF funds to the counties. He reiterated the importance of ensuring that the County's transportation excise tax continues for another 10 to 20 years in order to continue maintaining County roads. Supervisor Marcanti also stated that the Board of Supervisors, as elected officials, is charged with making the determination of whether or not an election should be called regarding this issue. He believes that there are enough concerned citizens who would be interested in serving on a political action committee in order to send this issue to the polls and he feels that forming that committee is the next step in this process.

Vice-Chairman Martin commented that she vacillates on this issue and after talking to citizens she is interested in hearing some new ideas that the Board has not even discussed and feels it would be in the County's best interest to form this Committee. She also wants to ensure that Gila County citizens are aware, perhaps by having a "transportation town hall meeting," that this tax isn't "new money." She emphasized that the excise tax is in effect, so it's important for all Gila County citizens to understand "that the lifeblood of this County is a well-planned and maintained transportation system to support the County." She further stated that until the Board can identify and the voters will pass a dedicated funding source for transportation, nothing else is more important. She agreed with Supervisor Marcanti not to "drag it out", but does want to proceed with submitting the names of the potential candidates for the Committee.

Chairman Pastor advised that the original intent of the Board of Supervisors was to form this Committee, and with a facilitator meetings would be held for 6 to 8 weeks at which time the Committee would review information provided by County staff which shows how the excise tax money has been spent over the last 20 years. He agreed with Vice-Chairman Martin that it is important to establish this Committee so that a recommendation can be presented to the Board to have or not have an election. He further added that once the Committee presents a recommendation to the Board, the political action

committee needs to be formed to promote this measure. (For the reader: The Board of Supervisors would not be involved in forming or overseeing the political action committee.)

Supervisor Marcanti made a motion to call for an election to establish transportation excise tax continuation. Vice-Chairman Martin stated that after talking to the potential candidates for this Committee and listening to the comments from citizens; she was in favor of forming the Citizens Committee. Chairman Pastor advised that the motion died for lack of a second.

Vice-Chairman Martin made a motion to establish the Gila County Transportation Excise Tax Continuation Committee, appoint 15-20 members, and instruct staff to call the initial meeting of the Committee to meet during the last week in January. Mr. McDaniel suggested that the Board also read aloud the appointees' names into the record at this time and after further discussion, it was agreed by the Board to make two separate motions; the first motion would be to establish the Committee, which includes instructing staff to schedule the first meeting of the Committee by no later than the last week in January; and the second motion would be to appoint the Committee members. Vice-Chairman Martin restated her motion without naming the Committee appointees; Chairman Pastor seconded the motion, and Supervisor Marcanti voted against the motion; therefore, the motion passed with a 2 to 1 vote. Chairman Pastor directed Mr. McDaniel to move forward with scheduling the first meeting of the Committee as soon as possible.

Before the second motion was made, there was a discussion on the appointment of Committee members. Mr. McDaniel indicated that the Board may want to name the Committee members at this time because it will be more difficult to appoint Committee members at a later time. Supervisor Marcanti advised that he has a list of names; however, he hasn't yet contacted the potential candidates. Vice-Chairman Martin suggested that the names could be submitted at this time and if any of the candidates decline, replacements can be appointed by the Board of Supervisors at a future Board meeting. Chairman Pastor inquired of Bryan Chambers, Deputy Attorney Principal, if that was legal, to which Mr. Chambers replied that the Board could choose that course of action. Each Board member read aloud the following names:

<u>Vice-Chairman Martin:</u>
Ronnie McDaniel – Star Valley
Marie Petroff – Young
Rex Henshaw – Deer Creek /Upper Tonto Basin
Robert Bleyl – Star Valley
Cliff Potts – Payson
Joe Miller – Payson
Don Ascoli - Payson

Melvin Palmer – Pine

Supervisor Marcanti:
Helen Reece – Hayden/Winkelman
Jose (Joe) Sanchez – Miami
Mitchell (Mitch) Malkovich - Claypool
William (Bill) Leister - Globe
Cruz Salas – Globe

Chairman Pastor:
Gary Andress – Globe/Miami
Ed Carpenter-Globe
Dixie Mundy-Wheatfields
Rick Powers-Globe

At this time the Chairman requested the Clerk of the Board to read aloud all of the names provided by each Board member, which was done.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the names submitted by each Board member as listed above and appointed them to serve on the Gila County Transportation Excise Tax Continuation Committee.

Item 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 Amendment No. 3 to Contract No. 091511-1 between Gila County and Traffic Safety Inc. to extend the contract for the period of December 20, 2013, to December 19, 2014, with a not-to-exceed contract amount of $60,000; and provide for the purchase of any road striping service needs Gila County may require.

B. Approval of a request by the Sheriff's Reserve Posse to waive the fees for the use of the Fairgrounds' Exhibit Hall for its Sweetheart Dance to be held on February 8, 2014.

C. Approval of additional language to be included in the previously Board approved draft Intergovernmental Agreement form for the Buckhead Mesa and Russell Gulch Landfills to accept wastewater treatment plant sludge from various municipalities and other governmental entities located within Gila County.

D. Approval of Amendment No. 3 to a Weatherization Low-Income Assistance Agreement (Contract No. LW-ESA-12-2182-02Y3) between the State of Arizona Governor's Office of Energy and the Gila County Division of Community Services, Housing Services, amending the cost per dwelling from $4,500 to an amount not to exceed $6,000, effective for the period of October 1, 2013, through June 30, 2014.

E. Authorization of the Chairman's signature on an E-P.6 Notice of Intent to Request Release of Funds for Residential Rehabilitation Projects Using RER/Appendix A Tiered Review Protocol, Contract No. CDBG RA 2014, between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Program, which is part of an application for FY 2013/2014 Community Development Block Grant (CDBG) funds, and allows for public comments to be submitted to the Gila County Community Services Division Director, 5515 S. Apache Ave., Suite 200, Globe, Arizona, through January 23, 2014.

F. Approval of the following precinct committeemen appointments as submitted by the Gila County Republican Committee: Payson #3 - Clifford E. Potts; Star Valley - William D. Roehr; and Globe #2 - David "Brian" Schoenewald.

G. Acknowledgment of the July 2013 and October 2013 monthly activity reports submitted by the Recorder's Office.

H. Acknowledgment of the November 2013 monthly activity report submitted by the Payson Regional Constable's Office.

I. Acknowledgment of the November 2013 monthly activity report submitted by the Globe Regional Constable's Office.

J. Acknowledgment of the November 2013 monthly activity report submitted by the Clerk of the Superior Court's Office.

K. Acknowledgment of the November 2013 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

L. Approval of the November 26, 2013, December 3, 2013, and December 17, 2013, Board of Supervisors meeting minutes.

M. Acknowledgment of Human Resources reports for the weeks of December 3, 2013, December 10, 2013, December 17, 2013, December 24, 2013, and December 31, 2013.

DECEMBER 3, 2013

NEW HIRES TO COUNTY SERVICE:

1. Sarayl Shunkamolah – Board of Supervisors – Management Associate – 12/09/13 – General Fund – Replacing Linda Rodriguez

END PROBATIONARY PERIOD:

2. Michelle Yerkovich – Sheriff's Office – Detention Officer – 12/10/13 – General Fund
3. Joseph Cook – Sheriff's Office – Detention Officer – 12/24/13 – General Fund
4. Gabrielle Lininger – Sheriff's Office – Administrative Clerk (.48) – 11/26/13 – General Fund
5. Ronald Hanse – Sheriff's Office – Deputy Sheriff – 12/10/13 – General Fund
6. Matthew Benson – Sheriff's Office – Detention Officer – 12/31/13 – General Fund
7. Betty Hurst- Finance – Buyer – 11/28/13 – General Fund

REQUEST TO POST:

8. Community Services – Business Services Rep/One Stop Manager – Position vacated by Martin Clay

DECEMBER 10, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Mercury Merritt – Probation – Juvenile Detention Officer – 12/02/13 – General Fund – DOH 12/02/13 – Offer of employment rescinded
2. Doris Root – Community Services – Community Services Worker – 10/29/13 – GEST Fund – DOH 04/11/11 – Resignation
3. Jessica McCamy – Sheriff's Office – Public Health Nurse – 11/26/13 – General Fund – DOH 06/10/13 – Unsuccessful completion of probationary period
4. Dora Salazar – Probation – Juvenile Detention Officer – 11/21/13 – General Fund – DOH 09/27/12 – Resignation
5. Larry Speer – Assessor's Office – Property Appraiser – 12/02/13 – General Fund – DOH 01/24/05 – Retirement

NEW HIRES TO COUNTY SERVICE:

6. Deborah Williams – Health and Emergency Services – Accounting Clerk – 12/16/13 – Various Funds – Replacing Sophia Hill
7. Brad Pattison – Public Works – Automotive Service Worker – 12/16/13 – Public Works Fund – Replacing Christopher Heath
8. Jenny Valenzuela – Community Services – Community Services Worker – 12/16/13 – GEST Fund – Replacing Doris Root

END PROBATIONARY PERIOD:

9. Patricia Pfeiffer – County Attorney's Office – Deputy Attorney Senior – 12/24/13 – General Fund
10. Vanessa Barajas – Probation – Juvenile Detention Shift Supervisor – 12/17/13 – General Fund

11. Andrew Hanna – County Attorney's Office – Paralegal – 12/10/13 – Diversion Program CA Fund

DEPARTMENTAL TRANSFERS:

12. Leitha Griffin – Recorder's Office – Voter Registration Coordinator – 12/02/13 – General Fund – Replacing Yvonne House

OTHER ACTIONS:

13. Gary Brandenburg – Public Works – Lube Specialist – 12/11/13 – Public Works Fund – Extending probationary period until 3/11/14

REQUEST TO POST:

14. Public Works – Building Maintenance Technician – Position vacated by Brandon Lord and Frank Faubush
15. Public Works – Building Maintenance Technician Lead – Position vacated by Ernest Marcanti
16. Recorder's Office – Recorder's Clerk – Position vacated by Peter Poarch
17. Recorder's Office – Recorder's Clerk Senior – Position vacated by Leitha Griffin
18. Assessor's Office – Property Appraiser – Position vacated by Larry Speer

DECEMBER 17, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Brandon Lord – Fairgrounds – Building and Grounds Maintenance Worker – 12/16/13 – General Fund – DOH 06/23/08 – Resignation
2. Kristin Sharifi – County Attorney's Office – Deputy Attorney Senior – 12/13/13 – General Fund – DOH 05/06/13 – Resignation
3. Marc Stanley – County Attorney's Office – Deputy Attorney – 12/26/13 – General Fund – DOH 08/09/12 – Resignation
4. William Flower – Globe/Payson Regional Justice Courts – Temporary Judge Pro Tempore – 12/03/13 – General Fund – DOH 05/02/11 – Non renewal of contract

NEW HIRES TO COUNTY SERVICE:

5. Derek Bartling – Public Works – Automotive Mechanic – 12/30/13 – Fleet Management Fund – Replacing Clifton Mitchell

END PROBATIONARY PERIOD:

6. Amy Johnson – Health and Emergency Services – Medical Case Manager – 12/03/13 – HIV Consortium Fund
7. Kelly Riggs – Information Technology – IT Director – 12/17/13 – General Fund

REQUEST TO POST:

8. Sheriff's Office – Public Health Nurse – Position vacated by Jessica McCamy
Public Works – Custodian (PT) – Position vacated by Alonso Ramirez

DECEMBER 24, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Brad Pattison – Public Works – Automotive Service Worker – 12/16/13 – Public Works Fund – DOH 12/16/13 – Did not report nor call on first day of employment
2. Denise Doney – Sheriff's Office – 911 Dispatcher – 12/10/13 – General Fund – DOH 09/30/13 – Resignation
3. Michelle Dooly – Probation – Juvenile Detention Officer – 12/07/13 – General Fund – DOH 01/26/09 – Separated without prejudice

NEW HIRES TO COUNTY SERVICE:

4. Paul Coulombe – Court Information Systems – IT Administrator and Support Specialist – 01/06/14 – General Fund – Replacing Herman Tijerina
5. Jennifer Lisenbee – Sheriff's Office – Detention Officer – 12/23/13 – General Fund – Replacing Richard Claydon
6. Dailyann Thomason- Sheriff's Office – 911 Dispatcher – 01/06/14 – General Fund – Replacing Lyndi Roberts
7. Lasandra LaFrance – Sheriff's Office – 911 Dispatcher – 01/06/14 – General Fund – Replacing Teresa Diettrich

END PROBATIONARY PERIOD:

8. Scott Warren – Public Works – Engineering Technician Senior – 01/01/14 – Public Works Fund
9. Danny Rice Jr. – Sheriff's Office – Deputy Sheriff/Task Force Agent – 12/10/13 – Drug Gang Violent Crime Control Fund
10. Chandra Wattleworth – Health and Emergency Services – Healthy Steps Coordinator – 12/24/13 – Healthy Steps Fund

DEPARTMENTAL TRANSFERS:

11. Melanie Boyer – Recorder's Office – From Recorder's Clerk – To Recorder's Clerk Senior – 12/16/13 – General Fund – Replacing Leitha Griffin

OTHER ACTIONS:

12. Danny Rice Jr. – Sheriff's Office – Deputy Sheriff/Task Force Agent – 12/24/13 – Drug Gang Violent Crime Control Fund – Temporary assignment
13. Christian Leos – County Attorney's Office – Legal Secretary (U) – 01/13/14 – Cost of Prosecution Reimbursement Fund – Change in hours worked

DECEMBER 31, 2013

DEPARTURES FROM COUNTY SERVICE:

1. Patrick McGraw – Sheriff's Office – IT Administrator and Support Technician Senior – 12/18/13 – General Fund – DOH 11/04/13 – Unsuccessful completion of probationary period
2. Braxton Bittner – Sheriff's Office – Detention Officer – 01/01/14 – General Fund – DOH 02/04/13 – Resignation
3. Malin Busby – Community Services – Temporary Mobile Crew – 01/01/14 – GEST Fund – DOH 05/10/12 - No longer a participant
4. Myron Mayr – Community Services – Temporary Housing Rehabilitation Specialist – 12/20/13 – Housing Fund – DOH 12/20/12 – Temporary services no longer needed

5. Bree'na York – Community Services – Temporary Fiscal Services Manager – 12/01/13 – Various Funds – DOH 09/02/13 – Temporary services no longer needed

NEW HIRES TO COUNTY SERVICE:

6. Dale Funkhouser – Public Works – Road Maintenance and Equipment Operator – 01/06/14 – Public Works Fund – Replacing Shawn Christensen
7. Justin Simpson – Public Works – Road Maintenance and Equipment Operator – 01/06/14 – Public Works Fund – Replacing Dennis Dueker
8. Robert Johnson – Public Works – Road Maintenance and Equipment Operator – 01/06/14 – Public Works Fund – Replacing Steve Leneberg
9. Tyler Pearce – Public Works – Automotive Service Worker – 01/06/14 – Public Works Fund – Replacing Christopher Heath
10. Simone Sheppard – Recorder's Office – Recorder's Clerk – 01/06/14 – General Fund – Replacing Peter Poarch
11. Jessica Oortman – County Attorney's Office – Deputy Attorney – 01/06/14 – General Fund – Replacing Marc Stanley
12. Christina Nosie – Probation – Juvenile Detention Officer – 01/09/14 – General Fund – Replacing Dora Salazar
13. Matthew Gonzales – Probation – Juvenile Detention Officer – 01/06/14 – General Fund – Replacing Jared Mooney

END PROBATIONARY PERIOD:

14. Terri Griego – Court Administration – Case flow Manager – 12/10/13 – General (.5)/Superior Court Cost of Prosecution (.5) Funds
15. Christopher Hamiter – Probation – Juvenile Detention Officer – 01/10/14 – General Fund
16. Eric Mariscal – Elections – Elections Director – 01/20/14 – General Fund
17. Debora Briseno – Community Services – Career and Employment Specialist Senior – 12/19/13 – From Various Funds – To Workforce Investment Act Fund

DEPARTMENTAL TRANSFERS:

18. Deborah Hunsaker – Sheriff's Office – From 911 Dispatcher – To 911 Dispatch Supervisor – 12/23/13 – General Fund – Replacing Candice Jorgenson

OTHER ACTIONS:

19. Shirley Jack – Community Services – Temporary Mobile Crew – 01/01/14 – GEST Fund – AZ minimum wage increase
20. David Falquez – Community Services – Temporary Mobile Crew – 01/01/14 – GEST Fund – AZ minimum wage increase
21. Ricky Cayouette – Community Services – Temporary Mobile Crew – 01/01/14 – GEST Fund – AZ minimum wage increase
22. Eric Butler – Community Services – Temporary Mobile Crew – 01/01/14 – GEST Fund – AZ minimum wage increase

23. Brian Tackett – Community Services – Temporary Housing Rehabilitation Specialist – 11/09/13 – Various Funds – Temporary employment extended to 01/09/14
24. Esmeralda Renteria – Community Services – Temporary WEX Participant – 12/08/13 – Workforce Investment Act Fund – Temporary employment extended to 01/13/14
25. Shawn Osborn – Sheriff's Office – Deputy Sheriff – 11/05/13 – General Fund – Probationary period extended until 02/06/14
REQUEST TO POST:
26. Sheriff's Office – IT Administrator and Support Technician Senior – Position vacated by Patrick McGraw

N. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of December 2, 2013, to December 6, 2013; December 9, 2013, to December 13, 2013; and December 16, 2013, to December 20, 2013.

O. Approval of finance reports/demands/transfers for the weeks of December 24, 2013, December 31, 2013, and January 7, 2014.

December 24, 2013

$1,862,087.65 was disbursed for County expenses by check numbers 258659 through 258834.

December 31, 2013

$193,319.87 was disbursed for County expenses by check numbers 258835 through 258936.

January 7, 2014

$1,447,384.79 was disbursed for County expenses by check numbers 258937 through 259088. **(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 4-A through 4-O.

Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the

conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Lawrence Bagshaw of Strawberry, Arizona, requested further clarification as to the Board of Supervisors' authority to appoint members to the Pine Strawberry Water Improvement District (PSWID).

Forrest McCoy, of Pine, Arizona stated that he was a newly appointed Board member and that during the last Gila County Board of Supervisors' takeover, and prior to August 2003, a large sum of money was spent, approximately a quarter of a million dollars, and much of it was spent unnecessarily on lawyer's fees, etc. He stated that he and the residents want to run the "water company the right way" as indicated by the recall effort this last November and December. He added that the recall committee has rendered seven candidates for consideration. He then read a letter aloud that he stated was sent to each Board of Supervisor member and the County Administration.

Richard James, Strawberry, Arizona, expressed concern that the PSWID has issues that need to be addressed and immediate action should be taken. He asked the following rhetorical questions: "How has the Board of Supervisors sought to update information? Who are you listening to?" Mr. James added that during the last Board of Supervisors' meeting it was discussed that the Board didn't want to share funds with other Arizona counties, and it is the same for the PSWID as it doesn't want to share the management issues with the Gila County Board of Supervisors. He stated that there are four individuals whose names have been submitted to the Board of Supervisors; they are ready to serve on the PSWID governing board to improve it, so that it will not be a "blemish" but an effective tool with a budget that will last, not just expire due to excessive spending.

Chairman Pastor asked Vice-Chairman Martin to send copies of the letter that was read aloud to the Board members and County Administration. Mr. McDaniel clarified that the upcoming meeting on January 16, 2014, is NOT a meeting of the Board of Supervisors, but rather it is a meeting of the PSWID Board of Directors of which the Board of Supervisors sits as that Board.

Item 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.

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 11:06 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

ARF-2285 **Consent Agenda Item 5. G.**

Regular BOS Meeting

Meeting Date: 01/21/2014

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-27-13; and 1-3-14

Submitted For: Jeffrey Hessenius, Finance Director

Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-27-13; and 1-3-14.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of December 23, 2013, to December 27, 2013; and December 30, 2013, to January 3, 2014.

Attachments

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-27-13; and 1-3-14

Amendment No. 2 with Globe Exterminators

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

December 23, 2013 to December 27, 2013

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
No contracts were executed during this time period						

December 30, 2013 to January 3, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
121911 Globe Exterminators	Service Agreement No. 121911 Pest Control Services for Southern Gila County	$7,200.00	1-1-14 to 12-31-14	12-31-13	Expires	Extend Pest Control contract.

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT 121911
PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY

GLOBE EXTERMINATORS

Effective January 01, 2012, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide Pest Control services to various locations in Southern Gila County. Per Article 14 – Term, of the contract, this period may be renewed by Gila County, at its' sole option, for two (2) additional one (1) year periods.

Amendment No. 1 was executed on January 09, 2013 and extended the term of the contract to December 31, 2013.

The contract expires December 31, 2013. Per page 6, 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 January 01, 2014, to December 31, 2014.

Contractor will continue to bill for services pursuant to Attachment "A" Price Sheet of the original contract, but in no event shall charges for the January 01, 2014 to December 31, 2014 extension exceed $7,200.00 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 31 day of DECEMBER, ~~2014~~. 2013

GILA COUNTY

Don E. McDaniel, Jr./County Manager

CONTRACTOR

GLOBE EXTERMINATORS

William D Roten III
Authorized Signature

William D Roten III
Print Name