

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:

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**GILA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING - TUESDAY, DECEMBER 2, 2014 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of a Certificate of Appreciation Presented  
from the City of Globe and the Globe Fire  
Department to the Gila County Sheriff's Office  
and Commander Travis Baxley for their  
continued support of the Arson K-9 Program.  
**(Joe Bracamonte)**
  
  - B. Presentation of the Gila County Teacher of the Presented  
Year 2014 award to Mr. Erik Hertwig of Globe  
High School by Dr. Linda O'Dell, Gila County  
School Superintendent.
  
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to give Authorized  
advance authorization for staff to advertise  
various Invitation for Bids in the local  
newspaper for construction projects directly  
related to the Copper Administration Building  
Project, thereby saving time and allowing a  
more accurate window for scheduling the  
projects. (A list of projects is attached to this  
agenda item.)

**(Jeff Hassenius and Steve Stratton)**

- B. Information/Discussion/Action to allow the County Manager to sign the engagement letter with Stifel, Nicolaus & Company in an amount not to exceed \$20,000 to explore the options for private placement of financing for the building and building/site improvements for the Copper Administration Building Project. **(Jeff Hassenius)** Approved
- C. Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 101413 for the purchase of up to five new all-wheel drive utility police interceptors or equal; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hassenius and Steve Stratton)** Awarded
- D. Information/Discussion/Action to review all bids submitted for Call for Bids No. 102414 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2015; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Jeff Hassenius)** Awarded
- E. Information/Discussion/Action to ratify the November 12, 2014, electronic submission of comments to the Environmental Protection Agency on the definition of "Waters of the United States" under the Clean Water Act, which were due no later than November 14, Ratified

2014. **(Jacque Griffin)**

- F. Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following boards, committees and organizations for calendar year 2015: 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)**

Approved

- G. Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.  
**(Bryan Chambers)**

Approved

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. 1 to Contract No. 050713 between Gila County and Vulcan Materials Company to extend the contract for 12 months, from September 7, 2014, to September 6, 2015, for the purchase of asphalt FOB plant in an amount not to exceed \$100,000 that will be used for maintenance and repairs on various roads in the Copper Region of Gila County; and to amend all references to Mesa Materials to Vulcan Materials Company. Approved
- B. Approval to reappoint or appoint the following individuals to the respective board, commission and committee, as follows: 1) Gila County Board of Adjustment and Appeals - Reappointment of Lori Brown and Travis Williams from 1/1/15 to 12/31/18, and appointment of Mickie Nye from 1/1/15 to 12/31/18; 2) Gila County Highway 60-70 Regional Design Review Committee - Reappointment of Jo Lynn Chase from 1/1/15 to 12/31/18; and 3) Gila County Planning and Zoning Commission - Reappointment of Randy Slapnicka, Lori Brown, Jay Spehar and Mickey Nye from 1/1/15 to 12/31/18, and reappointment of Travis Williams from 1/1/15 to 12/31/16. Approved

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|----|---|--------------|
| C. | Reappointment of David Lagunas to the Gila County Personnel Commission for four years, from January 1, 2015, through December 31, 2018.   | Approved     |
| D. | Acknowledgment of the October 2014 monthly activity report submitted by the Payson Regional Constable's Office.   | Acknowledged |
| E. | Acknowledgment of the October 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.   | Acknowledged |
| F. | Acknowledgment of the October 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.  | Acknowledged |
| G. | Acknowledgment of the October 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.   | Acknowledged |
| H. | Approval of the November 18, 2014, Board of Supervisors' Regular Meeting minutes.   | Approved     |
| I. | Acknowledgment of the Human Resources reports for the weeks of November 4, 2014, November 11, 2014, November 18, 2014, and November 25, 2014.   | Acknowledged |
| J. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 3, 2014, to November 7, 2014; and November 10, 2014 to November 14, 2014. | Acknowledged |

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|----|--|-------------|
| K. | Approval of finance reports/demands/transfers for the weeks of November 25, 2014, and December 2, 2014.  | Approved    |
| 5. | <b>CALL TO THE PUBLIC:</b> 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. | No Comments |
| 6. | At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.  | 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-2875**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer, Sheriff's Office

Department: Sheriff's Office

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Information

Request/Subject

Presentation of a Certificate of Appreciation to the Gila County Sheriff's Office from the City of Globe and Globe Fire Department for their continued support with the Arson K-9 Program.

Background Information

The City of Globe and the Globe Fire Department started the K-9 Arson Program 7 years ago and about 3 years ago the program received a new K-9 (Evo). At that time Commander Baxley assisted in training their handler and K-9 in accelerant detection and has continued to assist in monthly training and assistance whenever needed.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of a Certificate of Appreciation from the City of Globe and the Globe Fire Department to the Gila County Sheriff's Office and Commander Travis Baxley for their continued support of the Arson K-9 Program.

**(Joe Bracamonte)**

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Attachments

*No file(s) attached.*

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**ARF-2893**

**Presentation 2. B.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Linda O'Dell, School Superintendent

Submitted By: Dr. Linda O'Dell, School Superintendent, School Superintendent's Office

Department: School Superintendent's Office

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Information

Request/Subject

Presentation of the Gila County Teacher of the Year 2014 award to Mr. Erik Hertwig of Globe High School by Dr. Linda O'Dell, Gila County School Superintendent.

Background Information

The purpose of the Gila County Teacher of the Year Program, established in 2011, is to publicly acknowledge and celebrate the efforts of professional educators who demonstrate excellence both in and out of the classroom. The goals of the Gila County Teacher of the Year Program are to: 1) Acknowledge, celebrate and promote excellence in teaching; 2) Recognize and honor teachers who have demonstrated outstanding leadership and excellence in teaching; 3) Pay tribute to individuals who have demonstrated outstanding contributions in educating the young people of Gila County; and 4) Select a nominee for the Arizona Rural Schools Association Teacher of the Year competition. Applicants may be nominated by another educator, and administrator, or by a parent or community member. A selection committee comprised of retired educators and community members reviews and screens all applications and selects finalists who participate in a personal interview with committee members. Past Gila County Teacher of the Year winners include Wayne Gorry of the Payson Unified School District and Theresa Gardner of Young Public Schools in 2011, Marlene Armstrong of the Payson Unified School District in 2012 and Halli Kinnick of the Payson Unified School District in 2013-14. A plaque and cash award will be presented to Mr. Erik Hertwig, Globe High School English Language Arts teacher and GHS Robotics Club sponsor, as the 2014 Gila County Teacher of the Year, for commitment and dedication to excellence in education.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Gila County Teacher of the Year 2014 award to Mr. Erik Hertwig of Globe High School by Dr. Linda O'Dell, Gila County School Superintendent.

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Attachments

*No file(s) attached.*

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**ARF-2896**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Jeffrey Hessenius, Finance Director

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

Department: Finance

Fiscal Year: 2014-2015      Budgeted?: No

Contract Dates Varies      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Advance approval to advertise Invitation for Bids for various items of construction for the Copper Administration Building.

Background Information

On September 30, 2014, the Board of Supervisors approved the purchase of a used modular structured building to relocate existing County departments and personnel from private leased offices to County property. This purchase will help mitigate the County's need to lease private office space.

On November 25, 2014, the Board of Supervisors reviewed and discussed this matter during its Work Session.

Evaluation

During the course of completing the erection of the modular structured building, there will be several different areas of construction that will need to be performed. Building and site improvements need to be made prior to the occupancy of the structure.

It would save the County a great deal of time if advance approval were given through this request to advertise various items of construction at various times as the different stages of construction are ready for each item of work that needs to be performed.

Gila County's process with regard to an Invitation for Bid is to: 1) obtain the Board of Supervisors' approval to advertise the Invitation for Bid in the official newspaper of the County; and 2) present information to the Board of Supervisors on the bids that were submitted in order for the Board to award a contract for the work to be performed. Per A.R.S. §34-201, a notice to contractors of intention to receive bids and contract for the proposed work shall be published by advertising in a newspaper of general circulation in the County in which the agent is located, for two consecutive publications if it is a weekly newspaper. Given agenda deadline dates and dates of Board meetings, a good amount of time can be lost between a Board meeting to 1) request approval to advertise the intent to bid; 2) the two week period required by

Arizona statute to advertise the intent to bid; and 3) then submitting the bid results before the Board for the award of the contract.

Staff is requesting advanced approval from the Board of Supervisors for the advertising portion only of the sealed bid process for any construction related projects which exceed the \$50,000 threshold, that have to do with the Copper Administration Building solely. The purpose of this request is to expedite the ability to send Invitations for Bid out and receive bids back in a timely manner. Once the bids have been submitted and opened, a recommendation would then be submitted to the Board of Supervisors, at a regular meeting, for award.

In lieu of taking each Request to Advertise before the Board each time a phase of construction is nearing commencement, a Request to Advertise form would be filled out by the Public Works Department, and then approved by the County Attorney's Office, the County Manager, and the Public Works Division Director.

#### Conclusion

By the Board authorizing advance approval to advertise Invitations for Bids for various construction related services necessary for the Copper Administration Building as the project progresses, it will help to facilitate the completion of the construction for the project, which in turn will allow the Probation, Finance, Human Resources and Library District Departments and personnel to begin utilizing the building, thereby eliminating the need to rent private office space for the Probation Department.

#### Recommendation

The Public Works Division Director and Finance Division Director recommend that the Board of Supervisors approve, in advance, the advertisement of various Invitations for Bids in the Arizona Silver Belt newspaper at various times as the different phases of construction are nearing commencement on the Copper Administration Building Project.

#### Suggested Motion

Information/Discussion/Action to give advance authorization for staff to advertise various Invitation for Bids in the local newspaper for construction projects directly related to the Copper Administration Building Project, thereby saving time and allowing a more accurate window for scheduling the projects. (A list of projects is attached to this agenda item.)

**(Jeff Hessenius and Steve Stratton)**

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#### Attachments

*No file(s) attached.*

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**ARF-2881**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Jeffrey  
Hessenius,  
Finance Director

Department: Finance

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates TBD      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Placement Agent/Underwriter Engagement with Stifel, Nicolaus & Company

Background Information

At the September 30, 2014 , Board of Supervisors' regular meeting, the Board of Supervisors approved the purchase of a used modular structure building for the relocation of existing County departments and personnel from private leased offices to County property and non-leased space. The estimated cost for the purchase of the used structure and accompanying building and building/site improvements for the Copper Administration Building Project is approximately \$1,650,000. At the September 30, 2014, Board of Supervisors' regular meeting, staff recommended to have the project financed rather than expensed.

Evaluation

By entering into an engagement agreement with Stifel, Nicolaus & Company (Stifel), the agreement does not obligate either party to execute a municipal securities transaction or to enter into an obligation purchase agreement or any other legally binding transaction. The engagement is preliminary in nature, with the County acknowledging that it intends, or reasonably expects, to engage Stifel as the placement agent/underwriter for the identified issuance of municipal securities.

The services provided by Stifel to the County will include options concerning structure, timing, terms, and other similar matters related to the private placement of financing.

Staff is seeking Board approval to enter into an agreement with Stifel - utilizing the cooperative purchasing agreement - Strategic Alliance for Volume Expenditures (S.A.V.E.) contract that was issued and executed by the Crane Elementary School District No. 13. As a member of S.A.V.E, the County can save money and time by utilizing a contract that has already been established through a competitive sealed bid process.

### Conclusion

Gila County would like to explore the options available for financing the building and building/site improvements that will be necessary for the Copper Administration Building Project. Through County membership in the S.A.V.E. Cooperative, Gila County would like to utilize the contract established by the Crane Elementary School District No. 13 with Stifel. The estimated fee would not exceed 1% of the principal amount financed, plus expenses, and is contingent upon closing.

### Recommendation

The Finance Director recommends entering into the engagement letter with Stifel to explore the available options to secure financing for the building and building/site improvements required for the Copper Administration Building Project.

### Suggested Motion

Information/Discussion/Action to allow the County Manager to sign the engagement letter with Stifel, Nicolaus & Company in an amount not to exceed \$20,000 to explore the options for private placement of financing for the building and building/site improvements for the Copper Administration Building Project. **(Jeff Hassenius)**

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### Attachments

Engagement Letter

Stifel Proposal

RFP C-007-1213 Investment Banking Services

Stifel Nicolaus Cost Proposal

Stifel, Nicolaus & Co Renewal

SAVE Members

Purchasing Group IGA

Legal Explanation

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# STIFEL

Via email

November 3, 2014

Mr. Don McDaniel  
County Manager  
Gila County, Arizona

Re: Placement Agent/Underwriter Engagement Relating to Potential \$2,000,000 (est.), Excise Tax Revenue Obligations (New Money Project), Series 2014/2015

Dear Mr. McDaniel:

Gila County, Arizona (the “Issuer”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”) are entering into this memorandum to confirm discussions related to the potential issuance of an estimated \$2,000,000 Excise Tax Revenue Obligations (New Money Project), Series 2014/2015 (the “Issue” or “Obligations”) and that the Issuer hereby engages Stifel as placement agent/underwriter with respect to the Issue [as defined in MSRB Rule G-23]. Issuer and Stifel acknowledge that, in all discussions that they will have concerning the potential municipal securities transaction, Stifel will not be serving in the role of municipal advisor as defined in the SEC’s Municipal Advisor Rule with current effective date of implementation of July 1, 2014. To that end, the Issuer agrees to provide specific project related information to Stifel and Stifel agrees to provide input to the Issuer relating to options concerning structure, timing, terms, and other similar matters related to the expected transaction referenced above.

## ***Limitation of Engagement***

This Memorandum establishes an engagement which does not obligate either party to execute a municipal securities transaction or to enter into an obligation purchase agreement or any other legally binding transaction. The engagement is preliminary in nature, and Issuer acknowledges that it intends or reasonably expects to engage Stifel as the placement agent/underwriter for the identified issuance of municipal securities. This engagement may be subject to conditions such as formal approval of the selection of Stifel as placement agent/underwriter by the applicable governing body and the formalization of the structure and terms for the sale or placement of the applicable municipal securities. Additionally, this Memorandum does not restrict the Issuer from entering into engagement letters with more than one underwriter, provided that the issuer reasonably expects to engage each such underwriter. This engagement is nonbinding and may be terminated immediately at any time for any reason by either party upon written notice.

## ***Role Disclosure***

The Issuer hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter:

- (1) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (2) the underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the issuer and it has financial and other interests that differ from those of the issuer;
- (3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests;

- (4) the underwriter has a duty to purchase securities from the issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (5) the underwriter will review the official statement for the issuer's securities, and complete requisite due diligence, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

***Disclosures Concerning the Underwriter Compensation***

The underwriter will be compensated by a fee and/or an underwriting discount that is outlined below and will be set forth in the obligation purchase agreement to be negotiated and entered into in connection with the issuance of the Obligations. Payment or receipt of the placement agent/underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Obligations. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Stifel will be compensated by an underwriting fee that is covered within the Strategic Alliance for Volume Expenditures Cooperative (SAVE) response to Crane ESD Request for Proposals #C-007-1213 (the "SAVE Consortium), which provides for underwriting of obligations of similar size, credit quality and amortization. Based on the anticipated size, credit quality and amortization of the Obligations issue herein, the estimated fee would not exceed 1.0% of principal plus expenses.

***Conflicts of Interest Disclosures***

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

***Disclosures Relating to Complex Municipal Securities Financing***

Since Stifel has not recommended a "complex municipal securities financing" to the County, additional disclosures regarding the financing structure for the issuance of the Obligations are not required under MSRB Rule G-17.

However, if Stifel recommends, or if the Issue is ultimately structured in a manner considered a "complex municipal securities financing" to the County, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Sincerely,

Mark Reader, Managing Director



The Issuer acknowledges the foregoing.

Accepted and Executed

\_\_\_\_\_  
Don McDaniel, County Manager, Gila County

Date: \_\_\_\_\_

Copy: Michael Cafiso, Esq, Obligation Counsel, Greenberg Traurig  
Sandra Park, Vice President, Stifel Nicolaus

*PROPOSAL TO:*



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## **CRANE ELEMENTARY SCHOOL DISTRICT NO. 13**

*AS A MEMBER OF THE YUMA EDUCATIONAL PURCHASING ASSOCIATION (YEPA) AND THE STRATEGIC ALLIANCE OF VOLUME EXPENDITURES (SAVE) COOPERATIVE*

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TO PROVIDE INVESTMENT BANKING SERVICES

**RESPONSE TO REQUEST FOR PROPOSAL: #C-007-1213**

DUE: TUESDAY, MAY 14, 2013 AT 2:00 P.M. MST

PROPOSAL EFFECTIVE AS OF THE DATE OF THIS RESPONSE  
AND THE CONTRACT PERIOD IS JULY 2013 THROUGH JUNE 2014  
WITH OPTIONAL RENEWAL FOR FOUR (4) ADDITIONAL YEARS

STIFEL CONTACT:

ROBERT A. CASILLAS, MANAGING DIRECTOR  
STIFEL, NICOLAUS & COMPANY, INCORPORATED  
2555 E. CAMELBACK ROAD, SUITE 280  
PHOENIX, AZ 85016  
(602) 794-4001 PHONE  
(602) 794-4046 FAX  
[rcasillas@stifel.com](mailto:rcasillas@stifel.com)

# STIFEL

May 14, 2013

Members of the Crane Elementary School District No. 13  
Governing Board  
c/o Ms. Jennifer Bosch  
Procurement Manager  
4250 West 16<sup>th</sup> Street  
Yuma, Arizona 85364

Dear Ms. Bosch:

On behalf of Stifel Nicolaus & Company, Incorporated, formally known as Stone & Youngberg, a Division of Stifel Nicolaus (“Stifel” or the “Firm”), we appreciate the opportunity to respond to the Request for Proposal #C-007-1213 (the “RFP”) and we are pleased to submit our credentials to serve Crane Elementary School District No. 13 (the “District”) and other members of the Strategic Alliance for Volume Expenditures (“SAVE”) and the Yuma Educational Purchasing Association (“YEPA”). Stifel (pronounced Stee-fuhl), a wholly owned subsidiary of Stifel Financial Corp., was founded in 1890. Stifel is one of the largest full-service broker dealers in the country, providing public finance and corporate finance investment banking and advisory services; brokerage, trading and sales operations; investment advising and related financial services to individuals, institutions, governments and corporations. The success of our endeavors can be attributed to the Firm’s commitment to invest in the resources clients need to achieve their objectives. Following are highlights of our proposal and reasons we believe Arizona school districts and municipalities routinely select our Firm to serve their capital financing needs.

- **Resources.** The expertise of our professionals is the driving force behind our service capabilities. Stifel is the leading school specialist in Arizona municipal finance. Our Phoenix office bankers have more than 100 years of experience in the State. Stifel has become one of Arizona’s top underwriters of tax-exempt long-term municipal bonds by delivering top-tier investment banking services and effectively deploying the underwriting and investment banking resources that result in low bond interest rates and quality financing terms for our school district and other Arizona municipal clients. A brief synopsis of our resources is provided below:
  - *Total capital of over \$1.2 billion with ability to underwrite over \$5.4 billion of unsold balances*
  - *Over 310 branch offices nationwide with approximately 1,900 brokers covering over 685,000 accounts with over \$137 billion in retail assets under management*
  - *Arizona focus: 10 public finance professionals in the Phoenix office, 4 retail offices with 16 brokers and approximately \$1.1 billion in retail assets under management in Arizona*
  - *52-member municipal institutional sales and trading team dedicated entirely to municipal finance covering over 4,000 accounts nationwide*

Stifel has the largest municipal finance trading and underwriting operation on the West Coast. This strong regional presence enables our team to provide the District with unmatched knowledge of the Arizona municipal market.

When reviewing our qualifications please consider the following:

- **No. 1 Underwriter in Arizona and Nationally for K-12 School Finance.** Stifel is a leader in providing underwriting services for school districts. Our long-term commitment to school district finance allows us to have a research team and sales force well versed in Arizona school district credits and financing vehicles. In 2012, we were the #1 underwriter of K-12 general obligation (“GO”) bond issues in Arizona, as well as the #1 K-12 school GO underwriter nationally from 2011-2012 by par amount. Our sector specific expertise and national investor distribution will benefit the District in securing the lowest cost of borrowing for its bonds.
- **Leading Arizona School District Finance Experts.** The Firm’s service capacity extends beyond traditional investment banking through the use of our school capital finance experts, lead by Dr. Judy Richardson and Randie Stein, who work closely with staff to assist with strategic facilities planning. Most districts consider this expert finance duo an invaluable resource for assisting with their capital finance and legislative questions and issues. Our bankers continue to assist school districts each year with override elections; as well as Students FIRST consulting services; and drafting and amending proposed legislation that may impact Arizona school districts. Our team is also able to develop innovative financing structures tailored to the unique circumstances of each project. We work collaboratively with issuer clients to find the optimal accommodation of sound public policy, market-acceptable structures and low-cost financing. In addition, our Firm monitors SFB decisions and policies, giving us additional school finance insight to further our clients strategic planning. We are confident no other firm can provide the District with the wide array of services Stifel is in position to provide.
- **Senior Banking Depth.** Five senior bankers with continuous service to Arizona school districts and other Arizona municipal issuers for well over 100 collective years lead our financing team’s efforts. Since January 2008, we assisted Arizona school districts with more than 220 financings for over \$3.9 billion and approximately 50 Class B bond elections for well over \$2.1 billion and provided added value services throughout each year. Our continuous immersion allows us to stay closely tuned to the evolving capital finance related needs of Arizona school districts. Our senior banking team is distinguished by their added value service capabilities. The expertise of more than 90 additional bankers in other Firm offices are also drawn upon as needed.
- **Value Added Services.** Stifel provides the traditional investment banking services described within the scope of services in the RFP plus to a host of value added services our Arizona school district clients and other public agencies have come to rely upon. These value added service are available to the District, and other SAVE and YEPA members. The following value added services are provided at no added cost over our basic underwriting and financial advisory fee.
  - Capital Finance and SFB Funding Issues Updates and Reports
  - Legislative Updates and Drafting Assistance
  - Exclusive “Lunch at the Ritz” and Other Topical Seminars
  - Elections Results Reporting, Analysis and Strategic Advice

- **Underwriting Capability.** The most important function of an underwriter is the structuring, pricing and sale of bonds. Stifel has the largest municipal finance trading and underwriting operation on the West Coast, operated out of our San Francisco and Denver offices. Our consistent market presence gives us the ability to develop effective marketing plans by leveraging our long-term relationships with the most important retail and institutional buyers of municipal bonds, thereby providing our school district clients with optimal underwriting results. This unmatched market access and knowledge will deliver highly efficient financing structures and low borrowing costs for the District. As of December 31, 2012, our excess net capital position is \$400 million giving us the ability to underwrite up to a maximum par amount of \$5.4 billion at any given time.
- **On-the-Market Pricing.** Stifel's underwriting and trading volume ensures that we provide our clients with both on-the-market pricing at issuance and ongoing liquidity in the secondary market. We were one of the first underwriting firms in the country to offer transparent bond pricing that gives our clients access to the same order flow monitor used by our trading desk. This tool provides our issuer clients and their financial advisors with a direct view of the order flow on the morning of pricing from any computer with Internet access and evidences our commitment to promote price transparency.
- **Community and School Advocacy Group Involvement.** In addition to being the number one underwriter of K-12 GO school district issues in Arizona and nationally (by par amount), Stifel strives to give back to the communities we serve. The Firm currently participates in community involvement or charitable donations to over 100 different organizations across the country. We also share our success by committing significant capital and human resources, through programs, sponsorships and numerous educational presentations, to support organizations valued by our school district clients including ASBO, AASBO and ASBA, as well as other support organizations for our public agency clients.

Stifel has earned a reputation for providing honest, thoughtful, energetic service to our clients, and we look forward to assisting the District and other members of the SAVE and YEPA consortiums in the same manner. Stifel appreciates the District's consideration of our proposal and are available to answer any questions regarding our credentials and qualifications. Stifel will give this effort our highest commitment and look forward to earning your business.

Sincerely,

Stifel, Nicolaus & Company, Incorporated



Robert Casillas  
Managing Director



Grant Hamill  
Managing Director



Mike LaVallee  
Managing Director



Bryan Lundberg  
Managing Director



Mark Reader  
Managing Director



Judy Richardson  
Vice President



Randie Stein  
Vice President

Ms. Jennifer Bosch  
Procurement Manager  
May 14, 2013  
Page 4

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**Disclosure**

**Additional Information**

This material contains proposed terms and conditions that are indicative and for discussion purposes only. Finalized terms and conditions are subject to further discussion and negotiation and Stifel does not guarantee that all financing options will be available at the time of the contemplated transaction. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel Nicolaus or its sources and we do not undertake to update the recipient of this presentation of changes that may occur in the future. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel.

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## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
TRANSMITTAL LETTER	
TAB 1 THE FIRM.....	1
TAB 2 PERSONNEL .....	12
TAB 3 SCOPE OF SERVICES .....	24
TAB 4 REFERENCES.....	32
TAB 5 COST PROPOSAL.....	36
TAB 6 ATTACHMENTS.....	41
APPENDIX	
A SAMPLE WORK PRODUCTS AND MARKET INFORMATION	
B EXAMPLES OF NO – COST VALUE – ADDED SERVICES	
C COMBINED ARIZONA MUNICIPAL FINANCING EXPERIENCE (2008 TO DATE)	

**TAB 1 - THE FIRM**

1. Firm department organization and management relative to serving YEPA and SAVE members.
2. Qualifications and experience of your firm providing similar services of this nature. Include in this section, relevant general obligation and other debt obligation financings for Arizona school districts, municipalities, state agencies, etc. The District considers Arizona experience most relevant.
3. Report the fee paid, if any, by the Firm to persons who are not employees to obtain business from the District. With respect to the parameters of the MSRB Rule G-37, disclose any political contributions within the past two years to any official of the District. Within the past 5 years, has your firm and/or any of its principals been the subject of any investigation relating to the municipal industry SEC, NASD, NYSE or any other Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry? Within the past 5 years, has your firm and/or any of its principals been involved in any litigation, arbitration, disciplinary or other action arising from the Firm's underwriting, management or handling of municipal securities?

Stifel, Nicolaus & Company, Incorporated ("Stifel" or the "Firm") is in compliance with the stated mandatory requirements regarding:

1. Evidence of successful financial services in the sale of bonds or debt obligations for Arizona school districts;
2. Public finance office located in Arizona over the last five years and public finance officers with a Series 53 or 24 licenses;
3. Evidence of capabilities in debt structuring, advising and issuance of bonds for school districts;
4. Evidence of liability and errors and omissions insurance or self insurance in the minimum amount of \$1 million.

**EQUAL OPPORTUNITY EMPLOYER**

Stifel is an equal opportunity employer and complies with all applicable Federal and State anti-discrimination provisions. The Firm is cognizant of the need for sensitivity training in regards to sexual harassment and the Firm has conducted trainings on the topic. Below are sections taken from the Firm's Associate Handbook as of February 2013:

"Stifel is committed to providing equal employment opportunities (EEO) to all associates and applicants for employment without regard to race, color, religion, creed, gender or sexual orientation, gender identity, national origin, ancestry, age, disability, weight, genetic information, marital status, citizen status, status as a covered veteran or any other protected criteria in accordance with applicable federal, state and local laws. Stifel complies with applicable state and local laws governing non-discrimination in employment applicable to each location in which the Firm operates. Stifel strictly prohibits any form of unlawful discrimination."

**Introduction to Stifel.** In the 3rd quarter of 2011, Stone & Youngberg was acquired by Stifel, Nicolaus & Company, Incorporated. Stifel (known as Stone & Youngberg, a Division of Stifel Nicolaus from October 2011 through April 2013) is Arizona's leading investment banking firm specializing in fixed income securities and serving as an underwriter of municipal bonds for school districts and other public agencies.

The combined organization has one of the largest municipal divisions in the country. The merger represents a significant enhancement to our municipal banking, underwriting and trading divisions, as well as our distribution and overall resources. We remain the West Coast's largest investment banking operation specializing in municipal securities, while our national footprint has been expanded to a team that consists of over 5,400 employees, including approximately 1,900



retail brokers in over 310 offices. As such, we now rank as one of the largest standalone investment banks in the country.

Public Finance is a core line of business for Stifel and we are committed to dedicating all resources available to best serve our clients' needs. Stifel's approach to public finance is one of long-term client relationships, which sets this firm apart from many of our "transactionally" motivated industry peers. Every bond issue we work on is unique and has specific strengths and challenges. We take it as our personal mission to maximize those strengths and tackle the challenges head on. Stifel believes that this approach to doing business provides our clients with the best possible pricing results and unsurpassed ongoing services. Our banking force now includes more than 95 experienced public finance professionals in 18 offices located in 15 states throughout the U.S. as shown on the previous page.

The Arizona office was opened in 2002. Bob Casillas, Grant Hamill, Mike LaVallee, Bryan Lundberg, Erika Miller, Sandra Park, Judy Richardson and Randie Stein have been providing investment banking and consulting services to school districts, the Arizona School Facilities Board, universities, cities, towns, counties and special districts for more than 25 years. The Firm is committed to Arizona school district finance, as well as other public agencies, and offers more diverse services to districts than any other firm.

Below is a summary of our Arizona Senior Managed and Co-Managed financing experience.

<b>Stifel Nicolaus &amp; Company, Incorporated</b>						
<b>Arizona Financings</b>						
	<b>2012</b>		<b>2011</b>		<b>2010</b>	
	Number	Par Amount	Number	Par Amount	Number	Par Amount
Senior Manager/Placement Agent	50	\$ 556,355,396	51	\$ 426,986,074	59	\$ 486,250,500
Co-Manager	13	864,705,000	15	1,178,445,000	13	1,539,395,000
Financial Advisor	9	171,049,854	9	225,503,180	22	358,812,419
<b>Total</b>	<b>72</b>	<b>\$ 1,592,110,250</b>	<b>75</b>	<b>\$ 1,830,934,254</b>	<b>94</b>	<b>\$ 2,384,457,919</b>

Source: SDC and Firm records.

Below is a summary of our National Senior Managed and Co-Managed underwriting experience.

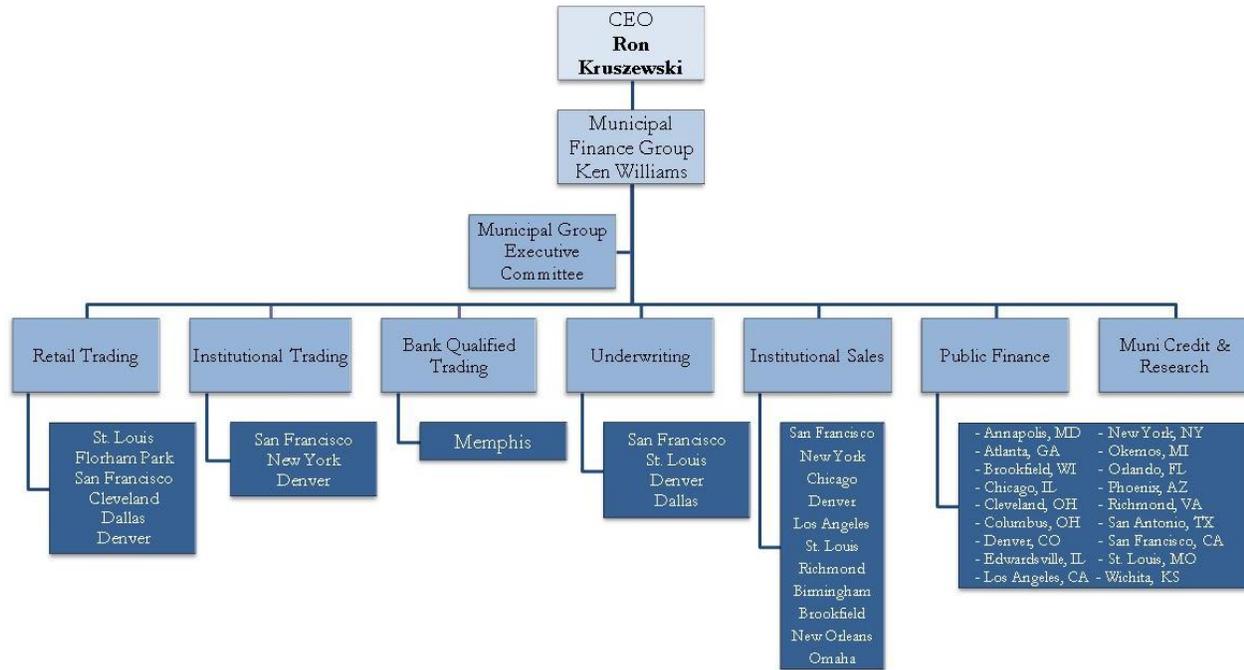
<b>Stifel Nicolaus &amp; Company, Incorporated</b>						
<b>Negotiated Underwritings</b>						
	<b>2012</b>		<b>2011</b>		<b>2010</b>	
	Number	Par Amount	Number	Par Amount	Number	Par Amount
Senior Manager/Placement Agent	487	\$ 9,518,090,000	464	\$ 9,647,745,000	593	\$ 10,785,975,000
Co-Manager	162	52,576,193,000	142	32,409,596,000	302	77,386,421,000
<b>Total</b>	<b>649</b>	<b>\$ 62,094,283,000</b>	<b>606</b>	<b>\$ 42,057,341,000</b>	<b>895</b>	<b>\$ 88,172,396,000</b>

<b>Stifel Nicolaus &amp; Company, Incorporated</b>						
<b>Competitive Underwritings</b>						
	<b>2012</b>		<b>2011</b>		<b>2010</b>	
	Number	Par Amount	Number	Par Amount	Number	Par Amount
Senior Manager	116	\$ 835,845,000	76	\$ 629,542,000	94	\$ 1,088,285,000
Co-Manager	303	4,596,823,000	324	3,707,831,000	397	6,557,214,000
<b>Total</b>	<b>419</b>	<b>\$ 5,432,668,000</b>	<b>400</b>	<b>\$ 4,337,373,000</b>	<b>491</b>	<b>\$ 7,645,499,000</b>

Source: SDC and Firm records.

**Stifel Departmental Organization.** The entire municipal securities operation of Stifel, now led by Kenneth E. Williams, formerly the President and CEO of Stone & Youngberg, is comprised of three primary divisions: (i) Public Finance, comprising the bankers covering local government entities, (ii) Institutional Sales and Trading, comprising all primary market underwriting and secondary market institutional trading of municipal securities, variable rate remarketing, and institutional sales activity, and (iii) Retail Trading, comprising all municipal trading activity for individual or retail investors.

The organizational chart below indicates the location of the public finance department within Stifel Financial Corp. Stifel’s dedication to Arizona enables our bankers, underwriters and sales professionals to understand the intricacies and unique features of Arizona public law and the local municipal market. Shown below is how the Firm is organized to serve the District and other public agency issuers in Arizona.

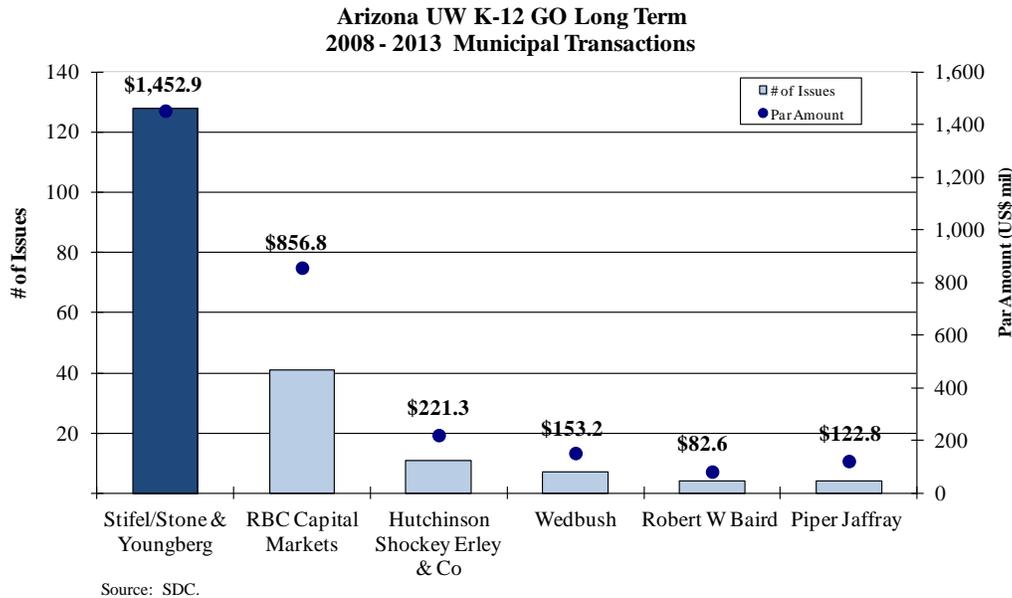


### INVESTMENT BANKING EXPERIENCE WITH ARIZONA SCHOOL DISTRICTS

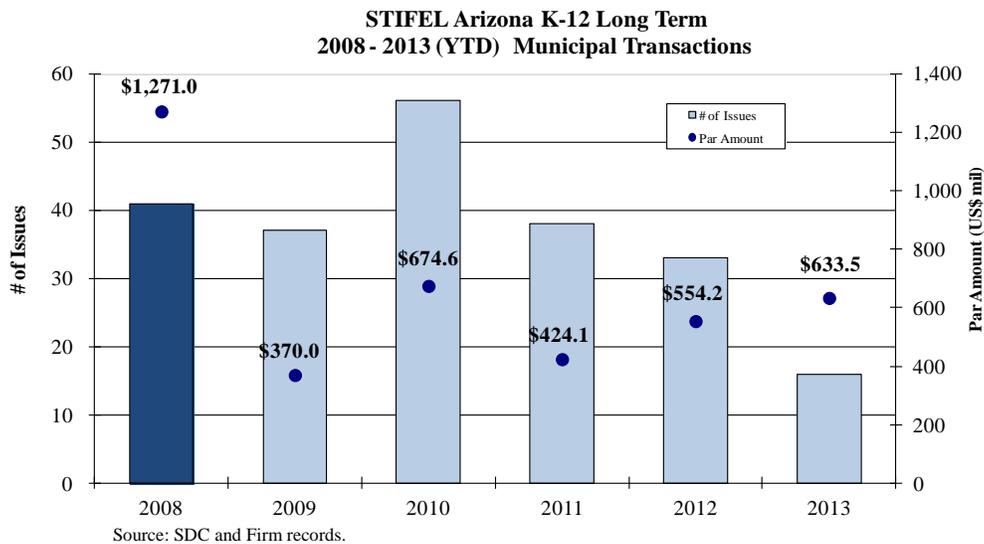
**Dedication to School District Finance.** School district finance is one of the most important sectors of our business. For this reason, we have a dedicated School Finance Group whose purpose is to work exclusively with school districts. Members of this group are experts in the field of education finance and are continually involved in all aspects of school finance. Stifel’s work with school districts includes general obligation bonds and notes, certificates of participation and lease revenue bonds, and QSCB, QZAB, and CREB tax credit bonds. Due to this dedication and experience, Stifel is a leader in providing underwriting services for school districts. Our long-term commitment to school district finance allows us to have a research team, sales force, and client base well-versed in school district credits and financing vehicles. *In 2012, we were the #1 underwriter of K-12 GO issues by par amount and ranked #3 by number of issues in the country.* Our sector specific expertise and national investor distribution will benefit the District in securing the lowest cost of borrowing for its bonds.

**Stifel Arizona Municipal Experience.** Stifel has extensive experience underwriting and marketing Arizona financings. Our success is a result of the coordinated involvement of the Firm’s seasoned banking staff, underwriters, and retail and institutional sales representatives working together to educate investors on the credit and structure of financings underwritten by Stifel. This experience is unmatched by the other firms under consideration by the District, and allows Stifel to achieve the lowest cost of borrowing for our clients. Our professionals are constantly evaluating and reevaluating products, offerings and alternative investor options that have the potential to increase the efficiency of our clients’ financings. Our Phoenix office assists with the vast majority of Arizona school district bond financings, bond elections and critical finance issues each year.

Since January 2008, the Firm’s Arizona office has been underwriter with more than 125 Arizona school district bond issues for over \$1.4 billion, leading all firms for several years running. The graph below illustrates the underwriting rankings based on the number of issues from January 2008 through April 2013.



Our office works with issuers of all sizes and our deals have ranged from under \$500,000 to more than \$50 million. The table below breaks down the underwriting, financial advisor and placement agent experience since 2008 for K-12 Arizona school districts.



**K-12 School Arizona School District Experience  
(January 2008 to April 2013 (a))**

Stifel Role	No. of Issues	Par Amount (\$000)
Underwriter	157	\$1,817,440
Financial Advisor	23	206,564
Placement Agent	41	1,903,512
	221	\$3,927,516

Source: SDC and Firm records.

(a) Transactions priced as of April 30, 2013.

Stifel is an experienced financial advisor and underwriter to school districts, community college districts and public and private universities. Our experience with school districts includes developing master financing and election plans, advising on capital funding alternatives, and assisting with the sale of tax-exempt debt including general obligation bonds, leases, certificates of participation, Qualified School Construction Bonds, Qualified Zone Academy Bonds, Impact Aid revenue bonds and bond refundings or restructurings.

Below is a table summarizing and detailing the Firm’s Arizona school bond issue experience over since January 2008 by year.

**Arizona School Bond Issue Experience – All Roles  
Summary of Statistics  
(January 2008 to April 2013)**

Year	# of Issues	Par Amount (\$000)
2013 (a)	16	\$633,530
2012	33	554,232
2011	38	424,140
2010	56	674,609
2009	37	370,035
2008	41	1,270,970
<b>TOTAL:</b>	<b>221</b>	<b>\$3,927,516</b>

Source: SDC and Firm records.

(a) Transactions priced as of April 30, 2013.

**DEMONSTRATED ABILITY TO DISCUSS RELEVANT ISSUES**

Stifel’s professionals are continually immersed in solving the critical financing issues that face Arizona school districts year after year. Many solutions have required the development of unique financing structures mechanisms, and many have included legislative innovations. Following is a table detailing the Firm’s experience since January 2008 with financings for Arizona school districts other than Class A or Class B bonds.

**Arizona School District Non-Traditional Debt Obligations – All Roles  
Detailed List of Transactions  
(January 2008 to April 2013)**

Dated Date	Issuer	Par Value (\$millions)	Stifel Role	Security Type	Sale Type
12/11/12	Crane ESD No. 13	\$3.246	PA	COP/Lease Revenue	PP
1/27/12	Higley USD No. 60	5.456	PA	COP/Lease Revenue	PP
9/25/12	Casa Grande UHSD No. 82	2.210	PA	COP/Lease Revenue	PP
11/29/11	Tombstone USD No. 1	1.673	PA	COP/Lease Revenue/QSCB	PP
9/15/11	Roosevelt ESD No. 66	5.700	Sole	COP/Lease Revenue/QSCB	Neg
9/15/11	Roosevelt ESD No. 66	0.120	Sole	COP/Lease Revenue	Neg
8/25/11	Grand Canyon USD No. 4	0.730	PA	COP/Lease Revenue/QSCB	PP
8/19/11	Sunnyside USD No. 12	1.142	PA	COP/Lease Revenue	PP
10/7/10	Arizona School Facilities Board	91.325	FA	COP/Lease Revenue	Neg
8/3/10	Arizona School Facilities Board	58.785	FA	COP/Lease Revenue	Neg
11/25/08	Arizona School Facilities Board	580.035	FA	COP/Lease Revenue	Neg
2/4/11	Indian Oasis-Baboquivari USD No. 40	2.098	FA	Defeasance-Impact Aid Rev	PP
7/29/10	Chandler USD No. 80	3.929	FA	Defeasance-GO	PP
5/25/10	Avondale ESD No. 44	0.405	FA	Defeasance-GO	PP
6/22/09	Dysart USD No. 89	2.680	FA	Defeasance-GO	PP
12/15/10	Scottsdale USD No. 48	24.000	Sole	General Obligation-BAB	Neg
7/14/10	Tucson USD No. 1	67.230	FA	General Obligation-BAB	Neg
6/9/10	Buckeye UHSD No. 201	8.105	Sole	General Obligation-BAB	Neg
6/3/10	Catalina Foothills USD No. 16	9.725	Sole	General Obligation-BAB	Neg
5/20/10	Sahuarita USD No. 30	21.465	Sole	General Obligation-BAB	Neg
4/15/10	Riverside ESD No. 2	7.545	Sole	General Obligation-BAB	Neg
3/24/10	Tanque Verde USD No. 13	11.785	Sole	General Obligation-BAB	Neg
3/17/10	Vail USD No. 20	6.880	Sole	General Obligation-BAB	Neg
2/25/10	Queen Creek USD No. 95	8.735	Sole	General Obligation-BAB	Neg
2/10/10	Deer Valley USD No. 97	20.750	Co	General Obligation-BAB	Neg
6/29/09	Sedona-Oak Creek Joint USD No. 9	17.835	Sole	General Obligation-BAB	Neg
6/17/09	Deer Valley USD No. 97	17.000	Co	General Obligation-BAB	Neg
3/29/11	Chandler USD No. 80	25.000	Sole	General Obligation-QSCB	Neg
2/10/11	Paradise Valley USD No. 69	24.025	FA	General Obligation-QSCB	Neg
12/15/10	Scottsdale USD No. 48	25.000	Sole	General Obligation-QSCB	Neg
8/3/10	Roosevelt ESD No. 66	38.000	Sole	General Obligation-QSCB	Neg
7/29/10	Littleton ESD No. 65	4.600	Sole	General Obligation-QSCB	Neg
11/28/11	Window Rock USD No.8	0.350	Sole	Impact Aid Revenue	Neg
2/17/09	Winslow USD No. 1	2.860	Sole	Impact Aid Revenue	Neg
6/2/09	Grand Canyon USD No. 4	0.955	FA	Judgment Obligation	PP
4/11/13	Arizona School Facilities Board	316.165	FA	Revenue	Neg
5/12/11	Continental ESD No. 39	2.000	Sole	Stepped Coupon	Neg
<b>TOTAL:</b>	<b>37 Issues</b>	<b>\$1,419.544</b>			

Source: SDC and Firm records.

Please see APPENDIX C for a complete listing of the Firm’s Arizona financing experience.

**Build America Bonds (BAB)/Qualified School Construction Bonds (QSCB).** Stifel has worked with 20 school districts in Arizona on Build America Bond and Qualified School Construction Bond financings. This includes working with Scottsdale Unified School District, Chandler Unified School District and Paradise Valley Unified School District to issue Qualified School Construction Bonds in the past year.

**Energy Savings Lease Purchase Agreements.** Stifel has assisted multiple school districts, acting as Placement Agent, in finding financing for energy saving lease purchase projects. Our team identifies and solicits pricing quotes from many investors and facilitates the transaction with all parties. We assist the issuer in identifying the financing with the best terms including interest rate, prepayment terms and other details in the agreement. Examples of this include saving Sunnyside Unified School District over \$100,000 more than the District using the MOHAVE consortium for the same financing. Another example includes saving Higley Unified School District over \$240,000 in interest costs (net of all fees) versus sole sourcing the financing with the energy vendor. See APPENDIX A.

**Certificates of Participation/Lease Revenue.** Stifel has a strong presence in structuring lease financings in the form of certificates of participation (“COP”), thereby opening up this well-established form of capital financing to a large network of investors. This is evident in the number of such issues our Firm has structured. From January 2008 to April 2013, Stifel has assisted in the issuance of more than 25 COP/lease revenue financings as sole, lead, co-senior manager, placement agent or financial advisor, including three issues for the City of Tucson in June 2011 and two COP/Lease Revenue issues in 2010 for the Arizona School Facilities Board totaling \$150 million (\$91 million in QSCBs). As a result, Stifel ranks among the market leaders in this area of municipal finance. Our experience is widespread, having structured simple certificates of participation issues to complex asset transfer structures utilizing multiple cash flow streams.

**Stifel Arizona School District Bond Election Experience.** Since 2008, the bankers of Stifel Arizona office have been involved in 49 Class B bond elections totaling in excess of \$2.1 billion for Arizona school districts as indicated in the following table:

Election Year	Issuer	Principal Amount
2012	Mesa USD No. 4	\$230,000,000
2012	Peoria USD No. 11	180,000,000
2012	Seligman USD No. 40	2,500,000
2012	Western Maricopa Education Center No. 402	74,900,000
2012	Wilson ESD No. 7	3,600,000
2011	Agua Fria UHSD No. 216	31,600,000
2011	Balsz ESD No. 31	21,000,000
2011	Casa Grande ESD No. 4	29,000,000
2011	Glendale ESD No. 40	28,285,000
2011	Glendale UHSD No. 205	80,000,000
2011	Nogales USD No. 1	7,800,000
2011	Oracle ESD No. 2	13,000,000
2011	Paradise Valley USD No. 69	203,000,000
2011	Phoenix UHSD No. 210	230,000,000
2011	Riverside ESD No. 2	25,000,000
2011	Sunnyside USD No. 12	88,000,000
2011	Willcox USD No. 7	12,300,000
2010	Cartwright ESD No. 83	27,815,000
2010	Chandler USD No. 80	84,315,000
2010	Continental ESD No. 39	16,000,000
2010	Gila Bend USD No. 24	4,900,000
2010	Marana USD No. 6	43,000,000
2010	Phoenix ESD No. 1	20,200,000
2010	Queen Creek USD No. 95	15,000,000
2010	Santa Cruz Valley UHSD No. 840	6,800,000
2010	Scottsdale USD No. 48	118,000,000
2010	Willcox USD No. 7	15,000,000
2010	Williams USD No. 2	5,500,000
2009	Beaver Creek ESD No. 26	3,275,000

Election Year	Issuer	Principal Amount
2009	Catalina Foothills USD No. 16	\$22,825,000
2009	Douglas USD No. 27	7,430,000
2009	Gila Bend USD No. 24	7,500,000
2009	Litchfield ESD No. 79	20,000,000
2009	Littleton ESD No. 65	7,600,000
2009	Saddle Mountain USD No. 90	12,000,000
2009	Sahuarita USD No. 30	27,000,000
2009	Tanque Verde USD No. 13	14,000,000
2009	Vail USD No. 20	15,000,000
2008	Bagdad USD No. 20	3,000,000
2008	Buckeye ESD No. 201	23,000,000
2008	Coolidge USD No. 21	55,000,000
2008	Deer Valley USD No. 97	148,000,000
2008	Flowing Wells USD No. 8	19,900,000
2008	Herber-Overgaard USD No. 6	10,215,000
2008	Laveen ESD No. 59	49,000,000
2008	Littlefield USD No. 9	1,600,000
2008	Murphy ESD No. 21	9,000,000
2008	Snowflake USD No. 5	3,900,000
2008	Tempe UHSD No. 213	30,000,000
2008	Toltec ESD No. 22	4,000,000
<b>TOTAL:</b>	<b>49 Elections</b>	<b>\$2,109,760,000</b>

Source: Firm records.

**It is important to mention that all but a small number of the Class B bond elections that have taken place in Arizona have been assisted by the bankers on the Stifel team.** The bankers at Stifel are well equipped with the expertise to successfully assist the District with its elections.

**Stifel Arizona School District Override Election and Consulting Experience.** A major portion of the services we provide relate to critical issues with capital finance, override elections and taxes of Arizona school districts. These consulting services are provided by consultants Dr. Judy Richardson, Ms. Randie Stein and other Stifel bankers. **We work on an average of 30 override elections per year.**

**Professional development.** Providing education internally and externally is an important part of our office culture. An average of eight internal sessions are held each year. Past topics have included elections trainings, GASB 54, school capital and budgeting, legislative website review and bond document overviews. We also offer professional development to our clients. Our professional staff has presented at AASBO, ASA and to numerous other groups regarding property taxes, elections and other topics our clients have requested. Our office also presents multiple sessions at the AASBO summer conferences annually. See APPENDIX A for examples of our presentations.

In addition to being thorough with our personnel coverage, Stifel is thorough in our method of approach and our execution on all levels of a financing. Our ability to maintain industry leadership is the result of aggressive pricing performance, diligent analysis and marketing efforts and pricing transparency. This regular market presence enhances our development of effective marketing plans by leveraging our long-term relationships with the most important retail and institutional buyers of locally issued bonds. This consistently results in optimal pricing results for our clients. This level of market presence also gives Stifel an edge on the day of pricing. Our underwriting team is intimately familiar with the market for Arizona securities and, consequently, able to find the efficient pricing point for Arizona transactions.

The following services are executed for each of our engagements and are further discussed in TAB 3:

- EDUCATING/PREPARING STAFF ON THE FINANCING PROCESS
- DEVELOPING THE FINANCING PLAN
- DEBT IMPLEMENTATION AND MANAGEMENT
- PREPARATION AND SUPPORT OF LEGAL AND FINANCING
- OFFICIAL STATEMENT PREPARATION
- CREDIT DUE DILIGENCE AND FINANCIAL ANALYSIS
- MARKET INFORMATION
- MARKETING PLAN AND BOND PRICING
- CLOSING DOCUMENTS REVIEW
- AID IN CLOSING
- POST-SALE ONGOING SERVICES
- ELECTION SERVICES

**Other Arizona Municipal Experience.** Stifel’s services are also provided to other municipal jurisdictions located throughout Arizona. The following table summarizes the Firm’s experience with debt obligations for Arizona municipal entities other than school districts.

**Arizona Municipal Jurisdictions Other than School Districts – All Roles  
Summary of Statistics  
(January 2008 to April 2013)**

Year	Cities/Towns/Counties		State Agencies/Universities		Special Districts	
	# of Issues	Par Value (\$000s)	# of Issues	Par Value (\$000s)	# of Issues	Par Value (\$000s)
2013 (a)	4	\$8,061	4	\$819,630	4	\$22,236
2012	29	551,663	8	465,995	2	20,220
2011	25	365,374	5	890,560	7	150,860
2010	28	296,414	6	1,418,585	5	86,175
2009	34	1,166,727	9	1,192,035	9	151,732
2008	27	540,944	6	774,230	3	16,350
<b>TOTAL:</b>	<b>147</b>	<b>\$2,929,183</b>	<b>38</b>	<b>\$5,469,710</b>	<b>30</b>	<b>\$447,573</b>

Source: SDC and Firm records.

(a) Transactions priced through April 30, 2013.

**REGULATORY MATTERS**

**Report the fee paid, if any, by the Firm to persons who are not employees to obtain business from the District. With respect to the parameters of the MSRB Rule G-37, disclose any political contributions within the past two years to any official of the District.**

The Firm did not pay consultants to obtain business from the District. There were no political contributions reported to the Firm, made to any official of the District.

**Within the past 5 years, has your firm and/or any of its principals been the subject of any investigation relating to the municipal industry SEC, NASD, NYSE or any other Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry? Within the past 5 years, has your firm and/or any of its principals been involved in any litigation, arbitration, disciplinary or other action arising from the Firm’s underwriting, management or handling of municipal securities?**

Stifel, Nicolaus & Company, Incorporated (“Stifel”) is an investment banking and securities firm providing investment services to individuals and institutional clients, investment banking, and related services including the day-to-day purchase and sale of securities. Stifel is a wholly-owned subsidiary of Stifel Financial Corp. (SF). In the normal course of business, at any given time, Stifel is subject to a number of claims and disputes, as well as regulatory matters including examinations, reviews, investigations, or formal actions. All required disclosures of material litigation and regulatory matters are made in Stifel Financial Corp.’s public filings with the SEC and other regulatory authorities, such

as its Form 10-K and the most recent Form 10-Q dated November 9, 2012 filed with the U.S. Securities and Exchange Commission (the “SEC”), 8-K’s, and in other regulatory filings, such as Form B/D, as amended. You are further referred to the FINRA website, then access Broker Check reports for Stifel, Nicolaus & Company, Incorporated. This contains every regulatory report on Stifel’s disciplinary disclosures.

While we believe they do not impact the contemplated services to be provided for Crane Elementary School District or other SAVE and YEPA members regarding the Firm’s municipal finance business, the Firm discloses that our company and its subsidiaries are named in and subject to various proceedings and claims arising primarily from our securities business activities, including lawsuits, arbitration claims, class actions and regulatory matters. Some of these claims seek substantial compensatory, punitive or indeterminate damages. Our company and its subsidiaries are also involved in other reviews, investigations and proceedings by governmental and self-regulatory organizations regarding our business, which may result in adverse judgments, settlements, fines, penalties, injunctions and other relief. We are contesting the allegations in these claims, and we believe that there are meritorious defenses in each of these lawsuits, arbitrations and regulatory investigations.

The regulatory investigations include, among other things, a lawsuit filed by the SEC and inquiries from a state regulatory authority requesting information relating to our role in investments made by five southeastern Wisconsin school districts (the “school districts”) and other post-employment benefits (“OPEB”) trusts established by the school districts in transactions involving collateralized debt obligations (“CDOs”). The school districts contributed approximately \$37.5 million into the OPEB trusts, and the trusts borrowed approximately \$162.5 million from Depfa Bank, PLC. During 2006, the OPEB trusts invested \$200 million into CDO’s that were issued by the Royal Bank of Canada (“RBC”) and rated AA- by S&P.

On August 10, 2011, the SEC filed a civil action against Stifel and a former employee in Federal Court in Milwaukee, Wisconsin, alleging violations of Section 17(a) of the Securities Act of 1933, and Section 10(b) of the Securities Act of 1934 and Rule 10(b)(5) thereunder. The SEC also alleges that Stifel violated and that its former employee aided and abetted violations of Section 15(c)(1)(a) of the Securities Act of 1934. In 2008 the school districts and the OPEB trusts filed a civil lawsuit in Wisconsin State Court seeking, among other things, rescission, and damages and other relief for alleged Wisconsin securities statutes and other legal and equitable theories. The civil lawsuit was previously disclosed by Stifel Financial Corp. in public filings with the SEC. On August 11, 2011, Stifel responded publicly to the SEC lawsuit and announced that it had finalized an agreement to purchase the indebtedness of the OPEB trusts to Depfa Bank, PLC. On August 11, 2011, Stifel filed a Form 8-K reflecting these developments.

On March 19, 2012, Stifel settled the lawsuit with the school districts. A Form 8-K was filed which details the settlement. Stifel and the school districts are preparing to join in a new suit against RBC. For further information, please go to [www.stifel.com](http://www.stifel.com).

Stifel intends to vigorously defend the SEC lawsuit and believes that it has meritorious defenses. Stifel does not believe that any of such matters will have any effect on its ability to perform the contemplated services for Crane Elementary School District or other SAVE and YEPA members.

In March 2010, as a result of a State of Missouri Securities Department investigation, Stifel entered into a Consent Order after allegations that the Firm failed to reasonably supervise an employee and Missouri-registered agent with regard to transactions involving auction rate securities (“ARS”) in certain securities accounts of three Missouri residents. Stifel consented to a censure and a fine. Additionally, Stifel reached a settlement with the North American Securities Administrators Association on behalf of the remaining states of all pending ARS claims or proceedings. Under the settlement agreement, Stifel agreed, among other things, to accelerate Stifel’s voluntary ARS repurchase plan by six months, and pay certain fines and costs. In turn, the States agreed to dismiss all pending actions. Subsequently, The People’s State Bank of Indiana (“Bank”) filed an action in an Indiana state court against Stifel and a former employee regarding ARS transactions by the Bank in 2007 and 2008. Stifel is vigorously defending against the lawsuit.

Separately, an affiliate, Stone & Youngberg LLC was named in an action in the United States District Court in San Francisco against the City of Alameda, Alameda Power & Telecom, Stone & Youngberg LLC and other entities alleging violations of law in connection with a revenue anticipation bond offering. This litigation arose following the lack of success of the underlying telecommunications venture that was to have generated the revenue for the venture. Stone & Youngberg LLC believes that in its roles as underwriter and securities broker for the offering, it acted properly and in full compliance with all applicable laws, rules and regulations. However, in order to avoid the expense and uncertainty of trial, Stone & Youngberg has settled the claims with the investors and the lawsuits have been dismissed. The terms of the settlements are confidential.

Additionally, Stone & Youngberg LLC has reached an agreement in principle with the enforcement staff of FINRA to resolve an investigation relating to retail sales of CMOs. The FINRA enforcement staff alleges that, between January 1, 2006 and August 31, 2007, the Firm charged excessive markups on certain retail CMO transactions in violation of NASD Rule 2440, did not establish procedures reasonably designed to monitor the suitability of retail sales of CMOs in violation of NASD Rule 3010, and did not provide certain educational materials relating to CMOs in violation of NASD IM-2210-8. In the agreement dated February 9, 2012, the Firm neither admitted nor denied the allegations, but consented to a censure, a fine and payment of restitution on February 9, 2012.

Separately, in April 2010, FINRA Enforcement instituted a regulatory action against Thomas Weisel Partners LLC, an affiliate, in San Francisco, California alleging violations of rules pertaining to past transactions involving Auction Rate Securities. An extended hearing panel decision was rendered November 8, 2011 wherein the Firm was fined for not having adequate supervisory procedures governing principal transactions in violation of NASD Rules 2110 and 3010. Additional charges that the Firm fraudulently sold Auction Rate Securities to customers in violation of SEC, FINRA and NASD rules alleging Thomas Weisel Partners LLC provided false information to both FINRA and to customers, were all dismissed. The hearing panel found no evidence that the Firm intended to defraud the corporate cash customer accounts, or was reckless in selling Auction Rate Securities to them, and neither the statements the Firm made to FINRA nor to customers were false or misleading. The Firm was ordered to pay the costs of the hearing. The Firm prevailed on all financial advisory matters. FINRA's appeal was denied on February 15, 2013.

Additionally, on January 16, 2012, Stifel Financial Corp. and its primary broker-dealer subsidiary, Stifel Nicolaus, were named as defendants in a suit filed in Wisconsin state court with respect to Stifel Nicolaus' role as initial purchaser in a \$50 million bond offering under Rule 144A in January 2008. The bonds were issued by the Lake of the Torches Economic Development Corporation ("EDC") in connection with certain new financing for the construction of a proposed new casino, as well as refinancing of indebtedness involving Lac Du Flambeau Band of Lake Superior Chippewa Indians (the "Tribe"), who are also defendants in the action, together with Godfrey & Kahn, S.C. ("G&K") who served as both issuer's counsel and bond counsel in the transaction. In an earlier action in federal court in Wisconsin related to the transaction, EDC was successful in its assertion that the bond indenture was void as an unapproved "management contract" under National Indian Gaming Commission regulations, and that accordingly the waiver of sovereign immunity contained in the indenture was void.

Saybrook Tax Exempt Investors LLC, a qualified institutional buyer and the sole bondholder through its special purpose vehicle LDF Acquisition LLC (collectively, "Saybrook"), and Wells Fargo Bank, NA ("Wells Fargo"), indenture trustee for the bonds (collectively "plaintiffs") brought the Wisconsin state court suit against EDC, Stifel and G&K, based on alleged misrepresentations about the enforceability of the indenture and the bonds and the waiver of sovereign immunity. The plaintiffs allege that G&K represented in various legal opinions issued in the transaction, as well as in other documents associated with the transaction, that (i) the bonds and indenture were legally enforceable obligations of EDC and (ii) EDC's waivers of sovereign immunity were valid. The claims asserted against Stifel are for breaches of implied warranties of validity and title, securities fraud and statutory misrepresentation under Wisconsin state law, intentional and negligent misrepresentations relating to those matters. In addition to claims against EDC, the plaintiffs are seeking a judgment against Stifel and G&K to the extent EDC does not fully perform its obligations to Saybrook pursuant to the bonds and damages, costs and attorneys' fees. Stifel believes it has meritorious defenses to the matter and intends to defend the claims vigorously.

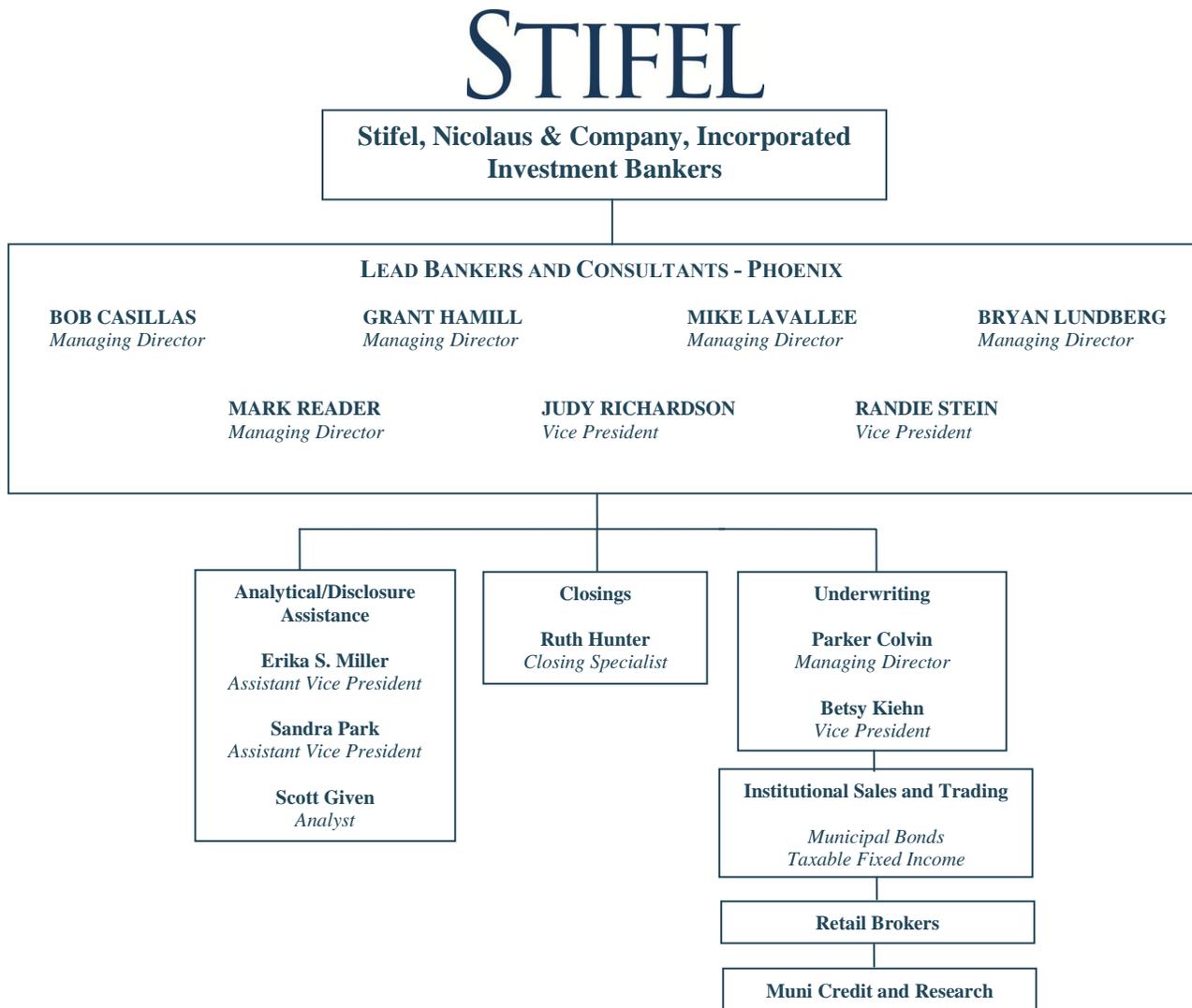
On December 13, 2012, Stifel Nicolaus was named as a defendant in a suit filed in Lac Courte Oreilles Tribal Court in Wisconsin by the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin (the "Oreilles Band"). The lawsuit relates to the alleged actions of Stifel Nicolaus, including by and through a former employee, in public finance transactions in 2003 and 2006. The lawsuit accuses Stifel of breaching alleged fiduciary duties by failing to disclose or concealing certain facts relating to the purchase by Stifel Nicolaus of approximately \$31.3 million of bonds issued by the Oreilles Band which were used to, among other things, refund and repurchase various bonds issued by the Oreilles Band in 2003. We are in the early stages of analyzing the underlying facts and the legal claims asserted in the lawsuit. We believe meritorious legal and factual defenses exist and intend to defend the claims vigorously. While we do not expect the outcome of any existing claims against us to have a material adverse impact on our business, financial condition or results of operations, we cannot assure you that these types of proceedings will not materially and adversely affect our company.

Additionally, the Firm is the subject of many routine reviews, inquiries and investigations. Any investigation is required to be disclosed by the Firm and is publicly available on the Broker Check Report which can be found at [FINRA.org](http://FINRA.org).

**TAB 2 – PERSONNEL**

1. *The names of persons authorized to represent the Firm, their titles, addresses, telephone numbers and email addresses.*
2. *The banker(s)/consultant(s) who will be serving the YEPA & SAVE members.*
3. *A background of the banker(s)/consultant(s) experience specifically relating to the services to be provided in this field, including a brief bio and table listing YEPA and/or SAVE member clients and associated services provided to YEPA and/or SAVE clients.*
4. *Provide a table listing the number of municipal sales representatives and the number of municipal trading and underwriting professionals assigned to support the sales, trading, and underwriting of debt obligations of YEPA and/or SAVE members.*

The following table depicts the professionals assigned to SAVE and YEPA members.



*Primary Banking and Consulting Personnel.* The following table includes the bankers and consultants who will be serving the YEPA and SAVE members. All of those individuals are authorized to represent the Firm and are located in Stifel’s Phoenix, Arizona office. In addition, our west coast underwriting team is identified below and these individuals are located in our San Francisco office.

**LEAD BANKING AND CONSULTING PERSONNEL**

Professional	Telephone	E-mail Address
Bob Casillas <i>Managing Director</i>	602-794-4001	<a href="mailto:rcasillas@stifel.com">rcasillas@stifel.com</a>
Grant Hamill <i>Managing Director</i>	602-794-4006	<a href="mailto:ghamill@stifel.com">ghamill@stifel.com</a>
Michael LaVallee <i>Managing Director</i>	602-794-4008	<a href="mailto:mlavallee@stifel.com">mlavallee@stifel.com</a>
Bryan Lundberg <i>Managing Director</i>	602-794-4007	<a href="mailto:blundberg@stifel.com">blundberg@stifel.com</a>
Mark Reader <i>Managing Director</i>	602-794-4011	<a href="mailto:mreader@stifel.com">mreader@stifel.com</a>
Dr. Judy Richardson <i>Vice President</i>	602-794-4012	<a href="mailto:jrichardson@stifel.com">jrichardson@stifel.com</a>
Randie Stein <i>Vice President</i>	602-794-4002	<a href="mailto:rstein@stifel.com">rstein@stifel.com</a>

**PRIMARY MUNICIPAL UNDERWRITING AND MARKET PROFESSIONALS**

Professional	Telephone	E-mail Address
Parker Colvin <i>Managing Director</i>	415-445-2352	<a href="mailto:pcolvin@stifel.com">pcolvin@stifel.com</a>
Betsy Kiehn <i>Vice President</i>	415-445-2303	<a href="mailto:bkiehn@stifel.com">bkiehn@stifel.com</a>

**ADDITIONAL BANKING SUPPORT**

Professional	Telephone	E-mail Address
Erika S. Miller <i>Assistant Vice President</i>	602-794-4030	<a href="mailto:esmillier@stifel.com">esmillier@stifel.com</a>
Sandra Park <i>Assistant Vice President</i>	602-794-4010	<a href="mailto:spark@stifel.com">spark@stifel.com</a>
Scott Given <i>Analyst</i>	602-794-4026	<a href="mailto:sgiven@stifel.com">sgiven@stifel.com</a>









Following are resumes for personnel who will provide additional investment banking and consulting support to YEPA and SAVE members.

<p><b>Erika S. Miller</b> <i>Assistant Vice President</i> Phoenix</p> <hr/> <p>Phone: 602-794-4030 Fax: 602-794-4046 Email: <a href="mailto:esmiller@stifel.com">esmiller@stifel.com</a></p> <hr/> <p>Licenses issued by FINRA: Series 7 Series 63</p>	<p>Erika S. Miller joined Stone &amp; Youngberg (now Stifel) in November 2009 and has nine years of Arizona public finance expertise, providing analytical and transactional support for issuers throughout the State of Arizona. Ms. Miller has experience with a wide variety of credit types and financing vehicles. Her municipal finance experience includes working with various public agencies in Arizona and New Mexico, such as school districts, cities/towns, counties, community facilities districts, universities, and special districts. Her primary areas of responsibility include quantitative analysis and transactional support. She contributes to all stages of the debt issuance process, including evaluation of structuring options, preparation and review of offering documents, closings, election pamphlets, and execution of bond sales.</p> <p>Ms. Miller is an Arizona native and a graduate of the Barrett Honors College at Arizona State University with a B.A. in journalism and a minor in business. She also holds a Master’s degree in public administration with an emphasis in urban management from Arizona State University. Ms. Miller is a member of Arizona Association of School Business Officials (AASBO) and Government Finance Officers Association of Arizona (GFOAZ). She’s also an active member in the Junior League of Phoenix where she currently serves as the Finance Vice President.</p>
<p><b>Sandra Park</b> <i>Assistant Vice President</i> Phoenix</p> <hr/> <p>Phone: 602-794-4010 Fax: 602-794-4046 Email: <a href="mailto:spark@stifel.com">spark@stifel.com</a></p> <hr/> <p>Licenses issued by FINRA: Series 52 Series 63</p>	<p>Sandra Park joined Stone &amp; Youngberg (now Stifel) in 2002. Ms. Park provides quantitative analysis and transactional support, assisting in various aspects of municipal debt financings including structural and refunding analyses, the preparation, review and distribution of offering documents, bond closings, election pamphlets and client and rating presentation materials.</p> <p>Ms. Park’s experience in municipal finance includes general obligation bonds, revenue bonds, special assessment bonds, and certificates of participation for school districts, counties, cities/towns, community facilities and special districts, fire districts, and various agencies in the State of Arizona.</p> <p>Ms. Park is a graduate of Northwestern University with a Bachelor of Arts degree in political science. Licenses issued by FINRA: Series 52, Series 63. Ms. Park is a member of Arizona Association of School Business Officials (AASBO) and Government Finance Officers Association of Arizona (GFOAZ).</p>
<p><b>Scott Given</b> <i>Analyst</i> Phoenix</p> <hr/> <p>Phone: 602-794-4026 Fax: 602-794-4046 Email: <a href="mailto:sgiven@stifel.com">sgiven@stifel.com</a></p> <hr/> <p>Licenses issued by FINRA: Series 7 Series 63</p>	<p>Scott Given joined Stifel in 2012 as a Public Finance Analyst. Mr. Given has over four years of municipal financial industry experience and assists with numerous aspects of municipal debt financings. As an Analyst, he provides analytical and preparatory assistance to issuers throughout the State of Arizona.</p> <p>Mr. Given holds a B.S. in Finance from the University of Arizona with an Accredited Asset Management Certification.</p>

**Arizona (SAVE and YEPA) Municipal Clients Served by  
Stifel’s Lead Banking and Consulting Team  
(2008 to date)**

The following table lists the various Arizona municipal clients (and SAVE and YEPA members) served by the lead banking members of the Stifel team, including the role and the individual bankers that served each client.

Client	Sector	Role	Bankers
Agua Fria UHSD	SCHOOL DISTRICT	IB	BL JR
Alhambra ESD	SCHOOL DISTRICT	IB	ML MR
Altamonte ESD	SCHOOL DISTRICT	IB	BL
Amphitheater USD	SCHOOL DISTRICT	IB	BL JR
Antelope UHSD	SCHOOL DISTRICT	IB	BC
Apache Junction USD	SCHOOL DISTRICT	IB	JR
Arlington ESD	SCHOOL DISTRICT	IB	ML SP
Avondale ESD	SCHOOL DISTRICT	IB	BL JR
Benson USD	SCHOOL DISTRICT	IB	ML
Bisbee USD	SCHOOL DISTRICT	IB	BL
Blue Ridge USD	SCHOOL DISTRICT	IB	MR RS
Buckeye ESD	SCHOOL DISTRICT	IB	ML
Buckeye UHSD	SCHOOL DISTRICT	IB	ML
Camp Verde USD	SCHOOL DISTRICT	IB	BL
Cartwright ESD	SCHOOL DISTRICT	IB	MR
Casa Grande ESD	SCHOOL DISTRICT	FA	BL JR
Casa Grande UHSD	SCHOOL DISTRICT	IB	ML
Catalina Foothills USD	SCHOOL DISTRICT	IB	ML
Cave Creek USD	SCHOOL DISTRICT	IB	BL JR
Cedar USD	SCHOOL DISTRICT	IB	MR
Chandler USD	SCHOOL DISTRICT	IB	GH JR
Chino Valley USD	SCHOOL DISTRICT	IB	ML RS
Colorado River UHSD	SCHOOL DISTRICT	IB	ML
Concho ESD	SCHOOL DISTRICT	IB	BL
Continental ESD	SCHOOL DISTRICT	IB	JB RS
Coolidge USD	SCHOOL DISTRICT	IB	ML
Crane ESD	SCHOOL DISTRICT	IB	BC RS
East Valley Institute of Technology	SCHOOL DISTRICT	IB	BL
Deer Valley USD	SCHOOL DISTRICT	UW	GH RS
Douglas USD	SCHOOL DISTRICT	IB	MR
Dysart USD	SCHOOL DISTRICT	IB	BL JR
Flagstaff USD	SCHOOL DISTRICT	UW	GH
Florence USD	SCHOOL DISTRICT	IB	ML RS
Fountain Hills USD	SCHOOL DISTRICT	IB	BC
Ganado USD	SCHOOL DISTRICT	IB	MR

IB - Services provided only by Stifel and included all services described within the RFP

UW - Services provided were limited to underwriting of debt securities

FA - Services provided were limited to financial advisory assistance

CS - Services provided were limited to capital finance consulting

BC - Bob Casillas

MR - Mark Reader

GH - Grant Hamill

JR - Judy Richardson

ML - Mike LaVallee

RS - Randie Stein

BL - Bryan Lundberg

JB - John Baracy

Client	Sector	Role	Bankers
Gila Bend USD	SCHOOL DISTRICT	IB	MR RS
Gilbert USD	SCHOOL DISTRICT	FA	GH JR
Glendale ESD	SCHOOL DISTRICT	IB	BL JR
Glendale UHSD	SCHOOL DISTRICT	IB	MR
Globe USD	SCHOOL DISTRICT	IB	ML
Grand Canyon USD	SCHOOL DISTRICT	IB	JR
Higley USD	SCHOOL DISTRICT	IB	ML
Holbrook USD	SCHOOL DISTRICT	IB	BL JR
Humboldt USD	SCHOOL DISTRICT	IB	ML RS
Hyder ESD	SCHOOL DISTRICT	IB	BL
JO Combs USD	SCHOOL DISTRICT	IB	ML
Joseph City USD	SCHOOL DISTRICT	IB	BL
Kayenta USD	SCHOOL DISTRICT	IB	BL
Kyrene ESD	SCHOOL DISTRICT	IB	ML
Lake Havasu USD	SCHOOL DISTRICT	IB	ML
Liberty ESD	SCHOOL DISTRICT	IB	ML
Litchfield ESD	SCHOOL DISTRICT	IB	BL JR
Littleton ESD	SCHOOL DISTRICT	IB	MR JR
Madison ESD	SCHOOL DISTRICT	IB	BC JR
Marana USD	SCHOOL DISTRICT	IB	BL JR
Maricopa USD	SCHOOL DISTRICT	IB	ML
Mesa USD	SCHOOL DISTRICT	FA	GH JR
Mingus UHSD	SCHOOL DISTRICT	IB	MR RS
Mohave Valley ESD	SCHOOL DISTRICT	IB	BC
Morenci USD	SCHOOL DISTRICT	IB	MR
Murphy ESD	SCHOOL DISTRICT	IB	BC RS
Nadaburg ESD	SCHOOL DISTRICT	IB	BL RS
Nogales USD	SCHOOL DISTRICT	IB	ML
Oracle ESD	SCHOOL DISTRICT	IB	ML RS
Osborn ESD	SCHOOL DISTRICT	IB	ML
Page USD	SCHOOL DISTRICT	IB	ML
Palo Verde ESD	SCHOOL DISTRICT	IB	BC JR
Paradise Valley USD	SCHOOL DISTRICT	UW	BL JR
Payson USD	SCHOOL DISTRICT	IB	ML
Peach Springs USD	SCHOOL DISTRICT	IB	MR RS
Peoria USD	SCHOOL DISTRICT	IB	BL RS
Phoenix ESD	SCHOOL DISTRICT	IB	BC RS
Phoenix UHSD	SCHOOL DISTRICT	FA	GH JR
Pima USD	SCHOOL DISTRICT	IB	BL
Prescott USD	SCHOOL DISTRICT	IB	ML
Queen Creek USD	SCHOOL DISTRICT	IB	BC
Red Mesa USD	SCHOOL DISTRICT	IB	MR ML

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Client	Sector	Role	Bankers
Riverside ESD	SCHOOL DISTRICT	IB	ML
Roosevelt ESD	SCHOOL DISTRICT	IB	GH JR
Round Valley USD	SCHOOL DISTRICT	IB	BL RS
Safford USD	SCHOOL DISTRICT	IB	BL
Sahuarita USD	SCHOOL DISTRICT	IB	JB RS
Santa Cruz Valley USD	SCHOOL DISTRICT	IB	MR JR
Scottsdale USD	SCHOOL DISTRICT	IB	BL RS
Sedona-Oak Creek USD	SCHOOL DISTRICT	IB	BC RS
Show Low USD	SCHOOL DISTRICT	IB	MR
Sierra Vista USD	SCHOOL DISTRICT	IB	ML
Snowflake USD	SCHOOL DISTRICT	IB	ML
Somerton ESD	SCHOOL DISTRICT	IB	BL
Stanfield ESD	SCHOOL DISTRICT	IB	BL
Tanque Verde USD	SCHOOL DISTRICT	IB	MR
Tempe ESD	SCHOOL DISTRICT	FA	BL
Tempe UHSD	SCHOOL DISTRICT	UW	BC
Tolleson ESD	SCHOOL DISTRICT	IB	BL
Tolleson UHSD	SCHOOL DISTRICT	UW	BL
Toltec ESD	SCHOOL DISTRICT	IB	BL
Tombstone USD	SCHOOL DISTRICT	IB	BL
Tuba City USD	SCHOOL DISTRICT	IB	BC JR
Tucson USD	SCHOOL DISTRICT	FA	BC JR
Union ESD	SCHOOL DISTRICT	IB	ML
Vail USD	SCHOOL DISTRICT	IB	MR
Washington ESD	SCHOOL DISTRICT	CS	BL RS
Western Maricopa Educational Center	SCHOOL DISTRICT	FA	BL
Whiteriver USD	SCHOOL DISTRICT	IB	MR
Wickenburg USD	SCHOOL DISTRICT	IB	BL
Wilson ESD	SCHOOL DISTRICT	IB	BC RS
Window Rock USD	SCHOOL DISTRICT	IB	MR
Winslow USD	SCHOOL DISTRICT	IB	BL MR
Yuma ESD	SCHOOL DISTRICT	IB	BC
Yuma UHSD	SCHOOL DISTRICT	IB	BC BL
Apache County Library District	CITY/TOWN/COUNTY	IB	MR
Avondale (C of)	CITY/TOWN/COUNTY	FA, UW	MR
Bisbee (C of)	CITY/TOWN/COUNTY	IB	MR
Buckeye (T of)	CITY/TOWN/COUNTY	FA, UW	MR ML
Camp Verde (T of)	CITY/TOWN/COUNTY	IB	MR
Chandler (C of)	CITY/TOWN/COUNTY	UW	GH
Chino Valley (T of)	CITY/TOWN/COUNTY	IB	MR

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Client	Sector	Role	Bankers
Cochise County	CITY/ TOWN / COUNTY	IB	MR GH
Cottonwood (C of)	CITY/ TOWN / COUNTY	IB	GH
Eloy (C of)	CITY/ TOWN / COUNTY	FA	ML
Florence (T of)	CITY/ TOWN / COUNTY	IB	MR
Goodyear (C of)	CITY/ TOWN / COUNTY	UW	MR
Kingman (C of)	CITY/ TOWN / COUNTY	FA, UW	ML
Lake Havasu City	CITY/ TOWN / COUNTY	FA	MR
Marana (T of)	CITY/ TOWN / COUNTY	FA, UW	MR ML
Mesa, City of	CITY/ TOWN / COUNTY	UW	GH
Mohave County	CITY/ TOWN / COUNTY	FA	BC BL
Oro Valley (T of)	CITY/ TOWN / COUNTY	IB	MR RS
Parker (T of)	CITY/ TOWN / COUNTY	IB	MR
Payson (T of)	CITY/ TOWN / COUNTY	IB	GH
Peoria (C of)	CITY/ TOWN / COUNTY	UW	MR
Phoenix (C of)	CITY/ TOWN / COUNTY	UW	GH BL
Pinal County	CITY/ TOWN / COUNTY	IB	MR
Prescott Valley (T of)	CITY/ TOWN / COUNTY	IB	BC
Safford (C of)	CITY/ TOWN / COUNTY	IB	MR
Sahuarita (T of)	CITY/ TOWN / COUNTY	FA	MR
Scottsdale (C of)	CITY/ TOWN / COUNTY	UW	GH
Show Low (C of)	CITY/ TOWN / COUNTY	IB	MR
Somerton (C of)	CITY/ TOWN / COUNTY	IB	MR
Superior (T of)	CITY/ TOWN / COUNTY	IB	ML
Surprise (C of)	CITY/ TOWN / COUNTY	FA, UW	BC GH
Taylor (T of)	CITY/ TOWN / COUNTY	IB	MR
Tolleson (C of)	CITY/ TOWN / COUNTY	IB	BC RS
Tucson (C of)	CITY/ TOWN / COUNTY	UW	GH
Willcox (C of)	CITY/ TOWN / COUNTY	IB	MR
Winslow (C of)	CITY/ TOWN / COUNTY	IB	GH
Yavapai County	CITY/ TOWN / COUNTY	IB	GH RS
Yuma, City of	CITY/ TOWN / COUNTY	UW	BC BL
Arizona Board of Regents	STATE	UW	GH
Arizona Department of Administration	STATE	UW	GH RS
University of Arizona	STATE	UW	GH
Valley Metro	STATE	UW	BC GH

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*Primary Municipal Underwriting and Market Professionals.* The Stifel Team also includes Managing Director Parker Colvin who will serve as the District’s lead underwriter and Vice President Betsy Kiehn. These professionals are an integral part of our Stifel Team and will be available as needed to assist with all aspects of bond structuring, sale timing and preparation and other related fixed income market support. Following are their resumes.

<p><b>Parker Colvin</b> <i>Managing Director</i> San Francisco</p> <hr/> <p>Phone: 415-445-2352 Fax: 415-397-9592 Email: <a href="mailto:pcolvin@stifel.com">pcolvin@stifel.com</a></p> <p>Licenses issued by FINRA: Series 7 Series 24 Series 53 Series 63</p>	<p>Parker Colvin is Managing Director and head of municipal underwriting for Stifel in San Francisco. He is the Firm's western region head underwriter both for negotiated and competitive underwriting. In this role, he makes commitments for the Firm on over 200 new issues totaling more than \$3.5 billion each year. His fifteen years of experience includes extensive general obligation, revenue bond and COP underwritings.</p> <p>Mr. Colvin is currently a trustee of the Moraga (CA) School District Governing Board. He is also a former president of the San Francisco Municipal Bond Club. Mr. Colvin received a Bachelor of Science degree in Mathematics from Wheaton College.</p>
<p><b>Betsy Kiehn</b> <i>Vice President</i> San Francisco</p> <hr/> <p>Phone: 415-445-2303 Fax: 415-397-9592 Email: <a href="mailto:bkiehn@stifel.com">bkiehn@stifel.com</a></p> <p>Licenses issued by FINRA: Series 7 Series 63</p>	<p>Betsy Kiehn has over ten years municipal finance experience and is responsible for managing Stifle’s short-term underwriting and variable rate remarketing. She manages a diverse portfolio of over 60 issuers for nearly \$1.5 billion in par.</p> <p>Ms. Kiehn holds a Bachelor of Science degree from the University of Vermont.</p>

**Combined Municipal Sales Representatives, Trading and Underwriting Professionals Supporting SAVE and YEPA Members**

<u>Municipal Sales Representatives</u>	<u>Municipal Trading &amp; Underwriting</u>
Institutional 55 Arizona Retail 16 National Retail 1,900	10

**TAB 3 - SCOPE OF SERVICES**

*A brief summary of the scope of services to be provided by the Firm (see list of required services on pages 29 - 30), including method of approach to the delivery of these services.*

Stifel is well suited to serve in the many investment banking capacities the District or other SAVE and YEPA members may need. In addition to the services described below, we incorporate by reference the services listed in the RFP. Whether the Firm provides underwriting, placement or financial advisory services, our value added services are available at no added cost over the basic applicable fee for SAVE and YEPA members contracting with Stifel under this RFP, that are anticipated to complete a debt financing during the term of this contract. Please also see “Additional Services Provided at Added Cost” at the end of this Tab 3.

Basic and Value Added Services	Stifel	Other Arizona Firms*
Preparation for Bond Election	✓	✓
Preparation for Bond Sale and Rating Agency Interaction	✓	✓
Bond Underwriting	✓	✓
Assistance with Bond Related Reports	✓	✓
Assistance with Tax Computations for Override Elections	✓	✓
Frequent Topical Seminars	✓	
Legislative Updates and Drafting Assistance	✓	
School Facilities Board (SFB) Updates	✓	
Critical Issues Assistance for Capital Finance, Debt & Taxes	✓	

\* Based on information available as of the date of the RFP.

Following is a narrative describing our method of approach to providing the services described within the RFP and the additional Stifel services offered herein.

**Review of Capital, Debt and Taxes**

Prior to developing any capital financing plans for the District, the Stifel Team will review existing short and long term plans, policies and objectives of the District with regard to capital, debt and secondary property taxes. A thorough historic analysis of debt, secondary property taxes and taxpayers within the District will be compiled and updated periodically as needed and throughout the tenure of Stifel as underwriter, placement agent or financial advisor to the District. Stifel bankers can also suggest enhancements to existing District policies or objectives for financings and secondary property taxes. (See APPENDIX A for sample work products Stifel typically provides.)

**Development of a Financial Plan**

Successful public financings begin with a thorough understanding of the issuer’s financing objectives, financial concerns and political constraints. The development of a noteworthy financing plan is a collaborative process with individuals and professionals who have a wide variety of expertise. Stifel will work with the District and the team to ultimately create a debt issue reflecting the District’s policy objectives and structured to provide the lowest possible borrowing cost under prevailing market conditions. Included in this collaborative effort are: the District staff, independent auditors, bond counsel and other special consultants. We will manage this team effort with integrity on behalf of the District and will promote open and consistent communications with all parties and a sharing of ideas. This will allow financings to be completed in a timely fashion and ensure all capital financing objectives are met.

Upon adequate completion of the review and analysis described above, the Stifel Team will develop short (up to 5 years) and long (up to 10 years) term planning scenarios for future debt issuances and secondary property tax levies that are designed to balance several considerations, including (but not limited to) the following:

- A conservative implementation of capital projects (as provided by District officials or consultants);
- District policies and objectives related to debt (pay-as-you-go vs. pay-as-you-use, amortization, minimizing interest, intergenerational equity, etc.);
- District policies and objectives related to secondary property taxes (tax increase guidelines, etc.);

- State statutory restrictions for bonds, leases and capital overrides (authorization periods, bonding capacity limits, election date and pamphlet restrictions, amortization restrictions, eligible uses, etc.);
- Federal tax implications (spending requirements, arbitrage rebate, average life, etc.); and
- Minimizing fixed issuance costs through minimizing the number of debt issues;

Stifel bankers will review planning scenarios and weigh advantages and disadvantages with District officials before targeting desired planning scenarios. Schedules and summaries comprising these scenarios will be reviewed and updated periodically as needed throughout the tenure of Stifel as the investment banker to the District. (See APPENDIX A for sample work products Stifel typically provide.)

### Implementing Debt Financings

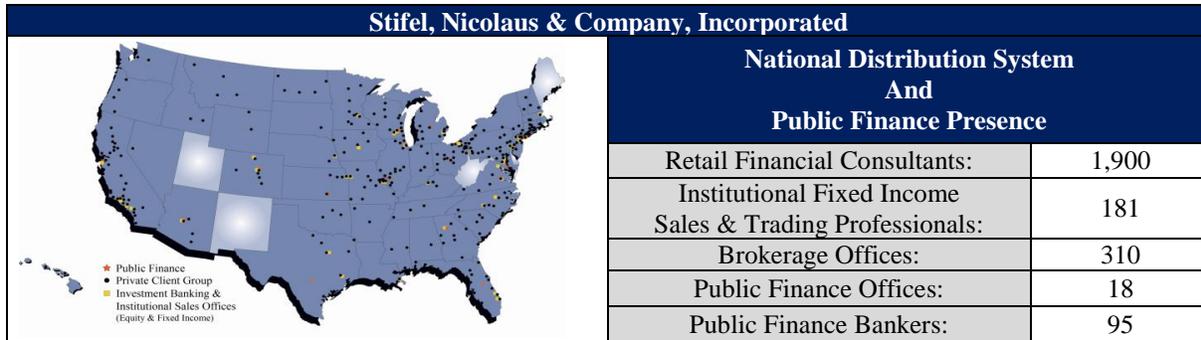
Prior to implementing any District debt financing, Stifel will review the targeted size, structure and timing of the financing to identify advantages related to current market conditions, public or private sale methods, changes in regulatory and statutory environment or developments in techniques and financial products that would improve the overall outcome of the District's financial plans. Stifel will also review the District's outstanding debt for interest savings and payment restructuring opportunities that could be achieved through adding a debt refunding component to the issue. The following describes individual components of our approach to implementing debt financings:

- Final Structuring Decisions -- As the sale approaches, we will offer final suggestions on structuring the financing, given bond market conditions and conditions in general in the financial markets. The shape of the yield curve, for example, could affect how to optimally schedule principal repayments, or the spread between AAA interest rates and other rates might affect the desirability of credit enhancement. In addition, the initial work for developing a financing plan would not have focused on many of the details that would have to be addressed at this point, such as prepayment protection and prepayment premiums.
- Financing Document Preparation -- Stifel will work closely with bond counsel to the District to prepare a finished set of documents for the financing. Stifel will provide input into their drafting and critique the documents along the way.
- Disclosure Document Preparation -- Stifel will assist District staff and legal counsel with the assemblage of an Official Statement (or placement memorandum, term sheet or other disclosure document) to be used as the primary marketing and disclosure document for the sale of the bonds or other debt.
- Credit Ratings -- Stifel will assist the District in determining the cost-benefit of obtaining credit ratings for its bonds or other financings. If a credit rating is to be obtained, Stifel will work actively with the rating agency(ies) to seek the highest possible rating for the bonds. Should a visit to the rating agency(ies) be advantageous [or a visit to the District by the rating agency(ies)], we would participate in the preparation and presentation of the materials with District staff.
- Evaluating the Cost/Benefit of Insurance -- Stifel will investigate the possibility of obtaining bond insurance for the District's bonds and other financings and estimate the potential reduction in the District's borrowing costs.
- Preparing for the Sale -- Stifel will stimulate interest in the bonds and handle the distribution of the Preliminary Official Statement to prospective bond purchasers. The Official Statement will be placed on-line and distributed to investors across the Country. We will answer any questions or requests for additional information from any prospective investors.
- Market Information -- Stifel will apprise the District of market conditions and any other factors pertinent to planning a sale and marketing of the bonds or other obligations prior to the sale.
- Pricing of Bonds or Other Debt -- See “**Marketing and Distribution**” on the next page.
- Aid in Closing Arrangements -- Stifel will work with District staff, other consultants (if any) and bond counsel to execute a closing of the financing after pricing. We will coordinate with the other financing team members for publishing any final Official Statement (or other disclosure documents) and will prepare a closing memorandum. We will arrange and coordinate with the appropriate parties so that the financial arrangements are made for the

closing. A “Summary of Results” package will be prepared for the District to serve as a record and reference in future years. (See APPENDIX A for Sample Work.)

**Marketing and Distribution**

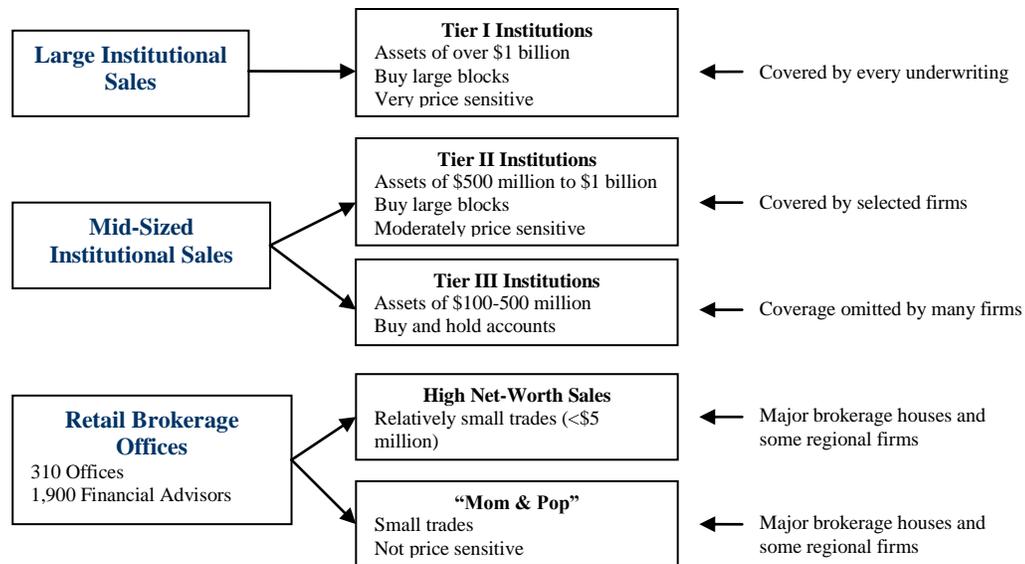
As underwriter, a hallmark of Stifel’s long tenure in the marketplace is our ability to offer aggressive pricing and stand behind our efforts with appropriate capital commitments. Achieving the lowest possible cost of borrowing – in light of the obligation structure, credit characteristics and market conditions at the time of pricing – is our ultimate objective. The Firm offers a hearty distribution network that includes national retail, Arizona retail, institutional and middle market distribution, all of which effectively focus the distribution and execution of bonds and other debt obligations to the investors willing to pay the highest price (lowest yield).



Retail Overview. Through the Stifel brokerage network, we offer our clients enhanced retail distribution across the country. Stifel maintains a top 10 national retail brokerage force consisting of more than 1,900 investment executives who manage over 650,000 client accounts across more than 300 offices, representing over \$126 billion in client assets. In Arizona alone, we offer our network of 16 retail brokers in 5 branches, which serve more than 8,000 client accounts that collectively possess nearly \$1.1 billion in assets under management.

Institutional Overview. Stifel’s retail system is complemented by our institutional municipal sales and trading team of more than 180 professionals, representing one of the largest municipal sales forces in the country. Our executives are experts in marketing municipal obligations to all classes of institutional investors and maintain active relationships with more than 4,000 accounts. While our Arizona underwriting activity remains based at our San Francisco office, our enhanced institutional sales platform includes offices in national and regional financial centers around the country. This broad geographic footprint has enhanced our ability to cover regional and local “second tier” and “third tier” buyers, beyond the major national investors, reaching deeper into the institutional market. These “middle market” investors are generally defined as entities with assets under management of less than \$5 billion, however most have assets in the \$50-\$300 million range. The institutional sales desks of major investment banks often overlook these smaller institutions as they require more attention than the top tier bond funds. We are one of the few major investment banks to maintain significant contact with the smaller institutions who can be active participants in a sale.

Our Institutional Sales and Mid-Market Sales Groups are also adept at marketing to “professional retail” - money managers, Registered Investment Advisors, trust accounts and individually managed wrap accounts. These accounts place orders in bulk (typically in \$500,000 to \$1,000,000 pieces) that they allocate among the individuals whose assets they manage. This buyer segment is often referred to as “professional retail” in acknowledgement that their business is to put obligations in the hands of retail investors. As one of the most active underwriters in Arizona, these buyers check in daily with our underwriting and trading desk to look for new inventory to fill their Arizona debt demand. Our relationships within the professional retail community help us identify pockets of interest across the maturity spectrum as well as specific coupon structures that may produce a favorable yield benefit for Arizona school districts.



The most important measure of marketing success is the issuance cost adjusted yield, or all-in TIC%. This measure includes not only the yield on the bonds, but also adjustment for issuance costs. The full yield on the obligations, when issues are dominated by institutional orders is usually higher, because institutions with massive buying power may demand terms that can drive up the long term cost of debt (such as premium bond structures). Retail investors prefer par pricing and often participate aggressively as purchasers of new issues when given the chance, but do not always participate actively in every maturity along the yield curve. As such, the most effective marketing results when the right balance can be struck between volume institutional investors, middle market institutions and less yield sensitive retail investors.

Preparation. Stifel’s marketing plan for bonds and other obligations relies on early and extensive coordination among bankers, underwriters and retail sales professionals, who conduct investor outreach and communicate the financing’s unique credit characteristics to maximize investor participation. Our marketing approach includes:

- Identifying traditional and non-traditional institutional and retail distribution outlets;
- Identifying the most aggressive pockets of demand for the bonds or other obligations;
- Developing optimum pricing structures to best meet individual investor needs;
- Positioning the bonds or other obligations for purchase by investors across all buying segments; and
- Combining institutional and retail demand to achieve aggressive prices.

<b>Marketing Plan Summary</b>		
<u>Pre-Sale</u>	<u>Sale</u>	<u>Post-Sale</u>
<ul style="list-style-type: none"> <li>○ Develop target buyer list and distribute offering materials</li> <li>○ Develop presentation materials for retail and institutional investors</li> <li>○ Contact key investors, including existing holders of the bonds</li> <li>○ Generate local retail demand through advertisements in local newspapers and television ads, if desired</li> <li>○ Generate national institutional demand</li> </ul>	<ul style="list-style-type: none"> <li>○ Confer with key investors on preferred coupon structure for institutional and retail sales</li> <li>○ Pre-pricing call to discuss structure and initial price levels</li> <li>○ Determine order period for institutional sales</li> <li>○ Arrange online order access (I-Preo) for Staff</li> <li>○ Morning of sale, take orders</li> <li>○ Review orders with finance staff and make recommendations on final price adjustments</li> <li>○ Underwrite unsold balances</li> </ul>	<ul style="list-style-type: none"> <li>○ Prepare post sale summary and distribution analysis</li> <li>○ Distribute FOS to buyers</li> <li>○ Aggressively make a market and provide liquidity to purchasers of the bonds</li> <li>○ Provide ongoing secondary market information</li> <li>○ Monitor other obligations for refunding opportunities</li> </ul>

Structuring Considerations. The structure of an offering (maturity, call provision, coupon/yield structure, credit enhancement, rating etc.) often stimulates demand from different types of investors. The investor market is comprised of individual (retail) investors and various types of institutional buyers. Each group maintains certain preferences for the types of structuring details. The key here is to remain as much flexible as possible heading into a pricing. Having this flexibility will allow us to better respond to market conditions at the time of pricing and capture investor willingness to pay up for the bonds or other obligations to drive yields down. This flexibility comes in the form of “creative couponing” (i.e. par obligations, slight premium obligations, bifurcated coupons, etc.), having the ability to offer a retail-only order period if it offers pricing advantages to the issuer, and having the ability to term up bonds in the long end, to meet demand.

Seasoned Underwriting Team. Arizona school districts truly benefit from the way Stifel markets bonds and other obligations widely in our system and from the credibility our desk has with other firms. Our Arizona Underwriter, Parker Colvin is a veteran of the Western Regional municipal underwriting business and knows Arizona school district credits extremely well. Mr. Colvin has built and established long-standing relationships with institutional buyers in the Arizona market, his counterparts at competitive firms and Arizona issuers. Mr. Colvin is very well respected by his peers, knows the credit history of Arizona school districts well and has earned the trust of our clients. Mr. Colvin runs an “open book” during order periods, fostering strong communication among colleagues in other firms and thus tapping broader and more beneficial market input. In this role, he makes commitments for the Firm on approximately 200 new issues totaling more than \$3.5 billion each year. Mr. Colvin is assisted by Betsy Kiehn, regional Head of Short Term Underwriting and Co-Underwriter of Long Term Obligations, four municipal traders and three trading and underwriting assistants. The underwriting team’s effort will be supported by Rich Beames, Municipal Institutional Sales Manager. Rich Beames has more than 28 years of experience as a municipal bond professional, bringing with him strong institutional customer relationships and special expertise in secondary municipal market trading, as well as expertise in fixed income securities.

Investor Outreach. Stifel’s marketing strategy has also effectively utilized advertising designed to appeal to regional retail investors which can be done online, on cable business news, or the business pages of a local paper. All three methods have had some success in producing interest cost savings through increased retail participation. The Firm also advertises on CNBC – reaching a larger, targeted TV audience, which has resulted in new private client relationships.

Sales Force Education. Stifel’s organizational structure also enhances the Firm’s retail and institutional marketing program. Internally, our bankers and sales staff work in close proximity and communicate frequently on our pending transactions. Beyond formal presentations and memoranda to the sales staff, our bankers spend a considerable amount of time in informal conversations with the Firm’s sales personnel. As the pricing of the transaction approaches, our lead bankers will brief the underwriters and sales staff on the financing program and emphasize the issue’s key credit considerations and sales points. This preparation begins in the weeks preceding the marketing period. During the pricing, our bankers are available to the sales staff to discuss the credit with institutional analysts and major retail buyers should questions arise.

Leveraging Information Technology. One of the tools we use to foster this important link between and among bankers, sales professionals, underwriters and investors is MuniBOND. MuniBOND is an internet based database created by our internal IT Staff that contains information about all of the issues our Firm previously has underwritten, plans to underwrite and monitors in the secondary market. MuniBOND’s Forward Calendar provides a one-stop shop for access to rating reports, term sheets, amortization schedules and early price thoughts. MuniBOND allows all sales professionals to have equal, immediate access to information about upcoming financings so that they can commence a dialogue as soon as possible with potential investors. As they learn about the dynamics of each financing, they identify subsets of investors that have expressed an interest in that type of credit, that type of yield, that area of the yield curve and/or that region of the State. These subsets in aggregate comprise our target retail base. As appropriate, we supplement this effort with local marketing.

## **OTHER SERVICES INCLUDED AT NO ADDED COST**

The broad professional resources of Stifel allow the Firm to offer a wide array of financing services not available with other firms. Our bankers and other consultants while specializing in planning and implementing debt issues, also have substantial expertise assisting Arizona school districts with the critical issues they often face related to capital finance, debt and taxes. Effective Arizona school district capital finance service requires multi-faceted expertise. Stifel continues to offer exclusive ongoing services for members anticipated to complete a financing during the term of the RFP.

The following services will be available without added cost over the basic underwriting, placement and financial advisory fees for members anticipated to complete a financing during the term of the contract:

### **1. Assistance with General Ongoing Bond-Related Assistance Matters**

- Annual letter to the District regarding debt service requirements to be used in setting District's bond tax levy
- Annual reminder letter to District regarding its annual secondary market disclosure obligation (required to assist the Underwriter to comply with S.E.C. Rule 15c2-12(b)(5))
- If requested, assistance with the District in selecting a qualified Arbitrage Rebate Consultant and, upon request, facilitative bond document and coordination assistance;
- Assistance with projections relating to the District's tax base
- Annual Arizona school district bond and override election results summary
- Assistance with the annual indebtedness report required to be submitted to the Arizona Department of Revenue (if not prepared by the County)
- Periodic review of refinancing opportunities
- Assistance to the District with informational requests from bond rating agencies;
- Notification of significant legislation / regulations which may affect the bond program or District bonding capacity and changing federal and state regulations concerning tax exempt debt or bond election issues

### **2. School Capital Finance Support Services**

The District will receive, at no added cost, the following informational reports which are prepared by our School Finance Consulting Team and edited by Dr. Judy Richardson or Randie Stein:

- Latest news related to school capital finance
- Legislative updates on school capital finance

In addition, the District will be invited to attend seminars, update meetings and policy discussions of school capital finance and school facilities issues at no added cost. These services, along with accessibility to Dr. Richardson and Ms. Stein, will allow the District to stay current on the very complex and changing capital finance issues facing Arizona school districts each year. (See APPENDIX B for examples.)

### **3. Assistance with Elections**

We will assist the District and its bond counsel with Bond, Maintenance and Operation Override, Capital Outlay Override or other financing related (e.g., real property lease) elections, working closely also with the County Schools Superintendent and County Elections Offices, any campaign consultants, and any citizen committee designated to run the election campaign.

We will work closely with the District and bond counsel in preparing tax and financial documentation for the proposed elections, such as the Voter Information Brochure distributed by the County School Superintendent. We will also participate whenever necessary in bond election informational meetings to assist the District to communicate clearly with the voters.

Our other duties would include assisting the District and bond counsel in reviewing the language of the ballot measures. We would also be available to assist the District during a bond election campaign by providing tax and financial information and attending public meetings, if requested.

Our objective during the election process is to provide a high degree of attention to the District. The Stifel team assigned to the District's account will work with staff and bond counsel on coordinating all information requests and analyses and ensure that all timelines are being met. The bond election and subsequent issuance of bonds is a collaborative process and we pledge to work closely with the District on a well planned election and sale of bonds.

*These elections services are available to members at no added cost over the underwriting, placement or financial advisor fee for members anticipated to complete a financing during the term of the contract, including the pre-election*

services of Dr. Judy Richardson or Randie Stein who are available to explain the current status of school finance, Students FIRST and the potential for future change regarding the Arizona school district capital finance system. Their expertise has proven invaluable over a number of years.

In addition to the Class B bond election services described above, the Firm will also assist the District with the voter information pamphlet for its next Maintenance and Operation (M&O) or Capital Outlay override election at no additional cost. Override election assistance includes the following services:

- Requesting and reviewing the required data from the Department of Revenue
- Preparation of the table showing the estimated tax rate and the estimated secondary tax impact as required by statute
- For Capital Outlay overrides, assistance with the list of capital projects and tax impact
- Assistance with the preparation and review of other information in the pamphlet
- Consultation with the District's staff and attorney as necessary

#### **ADDITIONAL SERVICES AVAILABLE AT ADDED COST**

The following describes the services for which a fee other than the basic underwriter, placement or financial advisor fee would apply.

##### **1. School Finance Consulting Services**

Assistance with school finance issues is provided by our School Finance Consulting Team, headed by Dr. Richardson and Ms. Stein. In addition, Architect Cathy Rex is also available to provide assistance if needed with the Students FIRST School Capital Finance program. **Ms. Stein and Dr. Richardson's hourly consulting services are not generally available to Arizona school districts.** These consulting services are exclusively for Stifel clients. The following services are available to assist the District with school finance issues, including the implementation of Students FIRST:

- Assistance with strategic planning for capital expenditures and related decisions in order to maximize the District's future funding from the state and to maximize the District's future flexibility in meeting its needs. This also includes project selection, prioritization, and scheduling to maximize District overall capital financial resources.
- Governing Board and Staff presentations on various capital finance topics.
- Assistance with the preparation of applications, reports and communication with the School Facilities Board and its staff.
- Assistance with applications for state land leases or purchase.
- Assistance with facilities studies to recommend utilization strategies such as:
  - school or grade re-configurations.
  - renovation strategies to accommodate program changes or to increase utilization of space, or
  - inter-governmental agreement options.
- Projections of estimated revenues for building renewal and new construction.
- Legislative assistance with bill and amendment drafting, bill analysis, fiscal analysis and legislative strategy.

Consulting services (preparation for and attendance at meetings, preparation of materials and analyses) are currently billed at \$200 per hour for Dr. Richardson or Ms. Stein, \$140 for Ms. Rex or an assistant vice president associate or analyst, and \$100 per hour for an administrative assistant, if required. The hourly rates also apply to travel time. Reimbursable expenses include mileage and other costs of travel outside of the county of operation. Consulting services that require less than one hour's time are provided at no cost.

## **2. Hourly Banking Support Services**

From time to time, our school district and other municipal clientele request research and services falling outside the scope of school finance consulting services or value added ongoing services as described herein. At the discretion of Stifel banking staff, the services may be provided at hourly rates including \$260 per hour for managing directors and directors, \$200 per hour for senior associates through senior vice presidents, \$140 per hour for associates and analysts and \$100 per hour for administrative assistants.

## **3. Debt Defeasances**

Assistance with the defeasance of debt is provided at a fee not exceeding \$7,500 plus \$1,000 for each additional debt issue.

## **4. Escrow Restructuring**

Assistance with restructuring escrows is provided for a fee equal the lesser of 0.25% of the securities value or 10% of net cost savings (\$25,000 minimum).

## **5. Underwriter, Placement Agent and Financial Advisory for Tax Anticipation Notes (TANs)**

At the election of the District, Stifel is available to assist with the issuance of District TANs as either Underwriter or Placement Agent at \$2.00 per \$1,000 of principal (\$10,000 minimum) or as Financial Advisor for \$1.00 per \$1,000 of principal (\$10,000 minimum).

**TAB 4 - REFERENCES**

1. *A minimum of five (5) firm references in providing services for bond issues with other school districts within the State of Arizona.*
2. *A minimum of five (5) references for each banker to be assigned to the District that may include school districts and financial institutions.*

The following tables list references for the Firm, including Arizona school districts, cities and towns, counties, state agencies and universities. The entry for each reference also identifies the bankers for which the reference applies. With the expanded services and capabilities available to our bankers at Stifel, we can offer our clients a level of service and expertise that is unmatched and superior to any other firm.

Arizona School District References	
<p>Mr. Scott Little Chief Financial Officer <b>Amphitheater Unified School District No. 10</b> 701 W. Wetmore Tucson, AZ 85705 (520) 696-5130 (Bryan Lundberg, Sandra Park)</p> <p>Mr. Jeff Simmons, Chief Financial Officer Beverly Hurley, Superintendent <b>Buckeye Union High School District No. 201</b> 902 Eason Avenue Buckeye, AZ 85326 (623) 386-9703 (Mike LaVallee, Sandra Park)</p> <p>Mr. Zeek Ojeh, Assistant Superintendent for Financial &amp; Auxiliary Services Ms. Sherry Celaya, Director of Business Services <b>Cartwright Elementary School District No. 83</b> 3401 N. 67th Avenue Phoenix, AZ 85033 (623) 691-4009 (Mark Reader, Erika Miller)</p> <p>Dr. Mary Kamerzell, Superintendent Ms. Sandra Thompson, Director of Finance <b>Catalina Foothills Unified School District No. 16</b> 2101 E. River Road Tucson, AZ 85718-6597 (520) 209-7537 (Mike LaVallee, Erika Miller)</p> <p>Mr. Joel Wirth, Associate Superintendent of Business Ms. Bim Frost, Administrative Assistant of Business Associate Superintendent for Business <b>Chandler Unified School District No. 80</b> 1525 W. Frye Road Chandler, AZ 85224 (480) 812-7000 (Grant Hamill, Judy Richardson, Erika Miller)</p>	<p>Dr. Gary Nine, Superintendent Ms. Beverly Myers, Business Manager <b>Florence Unified School District No. 1</b> 1000 S. Main Street Florence, AZ 85232 (520) 866-3506 (Mike LaVallee, Randie Stein, Sandra Park)</p> <p>Clyde Dangerfield, Assistant Superintendent <b>Gilbert Unified School District No. 41</b> 140 S. Gilbert Road Gilbert, AZ 85296 (480) 497-3444 (Grant, Hamill, Judy Richardson, Sandra Park)</p> <p>Mr. Jeremy Calles, Chief Financial Officer Dr. David Schauer, Superintendent <b>Kyrene Elementary School District No. 28</b> 8700 S. Kyrene Road Tempe, AZ 85284 (480) 541-1000 (Mike LaVallee, Erika Miller)</p> <p>Mr. Dan Contorno, Director of Finance <b>Marana Unified School District No. 6</b> 11279 W. Grier Road Marana, AZ 85653 (520) 682-4756 (Bryan Lundberg, Erika Miller)</p> <p>Mr. George Zeigler CPA, Chief Financial Officer Ms. Bobette Sylvester, Assistant Superintendent for Business and Support Services <b>Mesa Unified School District No. 4</b> 63 E. Main St., Suite 101 Mesa, AZ 85201 (480) 472-0115 (Judy Richardson, Sandra Park)</p>

**Arizona School District References**

Ms. Sandi Wilson, Business Manager/Purchasing  
**Palo Verde Elementary School District No. 49**  
 10700 S. Palo Verde Rd.  
 Palo Verde, AZ 85343  
 (623) 327-3685  
 (Bob Casillas, Judy Richardson, Sandra Park)

Mr. Thomas Elliott, Assistant Superintendent, Business Services  
**Paradise Valley Unified School District No. 69**  
 15002 N. 32nd Street  
 Phoenix, AZ 85032  
 (602) 449-2030  
 (Bryan Lundberg, Judy Richardson, Erika Miller)

Mr. Mike Finn, Chief Financial Officer  
**Peoria Unified School District No. 11**  
 6330 W. Thunderbird Road  
 Glendale, AZ 85306  
 (623) 486-6006  
 (Bryan Lundberg, Randie Stein, Erika Miller)

Dr. Myriam Roa, Superintendent  
 Mr. Larry Weeks, Assistant Superintendent  
**Phoenix Elementary School District No. 1**  
 1817 N. 7th Street  
 Phoenix, AZ 85006  
 (602) 257-4002  
 (Bob Casillas, Randie Stein, Erika Miller)

Ms. Lorrie Drobny, Assistant Superintendent of Business & Operations  
**Phoenix Union High School District No. 210**  
 4502 N. Central Avenue  
 Phoenix, AZ 85012  
 (602) 764-1411  
 (Grant Hamill, Judy Richardson)

Ms. Renee Raskin  
 Chief Financial Officer  
**Prescott Unified School District No. 1**  
 146 S. Granite Street  
 Prescott, AZ 86303  
 (928) 445-5400 ext. 103  
 (Mike LaVallee, Randie Stein, Sandra Park)

Dr. Jaime Rivera, Superintendent  
 Mr. Jose Moreno, Executive Director of Student Services  
**Riverside Elementary School District No. 2**  
 1414 S. 51st Avenue  
 Phoenix, AZ 85043  
 (602) 477-8916  
 (Mike LaVallee, Erika Miller)

Mr. David Peterson, Superintendent  
 Mr. Daniel O'Brien, Chief Financial Officer  
**Scottsdale Unified School District No. 48**  
 3811 N. 44th Street  
 Phoenix, AZ 85018  
 (480) 484-6128  
 (Bryan Lundberg, Randie Stein, Erika Miller)

Mr. David Lykins, Superintendent  
**Sedona-Oak Creek Joint Unified School District No. 9**  
 221 Brewer Rd., Suite 100  
 Sedona, AZ 86336  
 (928) 204-6801  
 (Bob Casillas, Randie Stein, Sandra Park)

Mr. Hector Encinas, Chief Financial Officer  
**Sunnyside Unified School District No. 12**  
 2238 E. Ginter Road  
 Tucson, AZ 85706  
 (520) 545-2220  
 (Bryan Lundberg, Bob Casillas, Erika Miller)

Ms. Gloria Butler, Business Manager  
 Ms. Denise Finell, Consultant  
**Wilson Elementary School District No. 7**  
 3025 E. Fillmore Street  
 Phoenix, AZ 85008  
 (602) 681-2205  
 (Bob Casillas, Randie Stein)

**Arizona Cities and Towns References**

Mr. Kevin Artz CPA, Finance Director  
**City of Avondale**  
 11465 W. Civic Center Dr., Ste 240  
 Avondale, AZ 85323  
 (623) 333-1000  
 (Mark Reader, Bryan Lundberg)

Mr. Jack Kramer, City Manager  
 Ms. Coral Loyd, Financial Services Director  
**City of Kingman**  
 310 N 4th Street  
 Kingman, AZ 86401  
 (928) 753-8102  
 (Michael LaVallee, Sandra Park)

Reyes Medrano Jr., City Manager  
 Steven Baumgardt, Finance Director  
**City of Tolleson**  
 9555 W. Van Buren  
 Tolleson, AZ 85353  
 (623) 936-7111  
 (Bob Casillas, Randie Stein, Sandra Park)

Mr. Larry Tarkowski, Town Manager  
 Mr. William Kauppi, Management Services Director  
**Town of Prescott Valley**  
 7501 E. Civic Circle  
 Prescott Valley, AZ 86314  
 (928) 759-3102  
 (Bob Casillas, Sandra Park)

Ms. Stacey Lemos, CPA, Finance Director  
**Town of Oro Valley**  
 11000 N. La Canada Drive  
 Oro Valley, AZ 85737-7015  
 (520) 229-4732  
 (Mark Reader, Sandra Park)

Mr. Doug Bradley, Finance Director  
**City of Somerton**  
 P.O. Box 638  
 Somerton, AZ 85350  
 (928) 722-7342  
 (Mark Reader, Sandra Park)

Ms. Kelly Gottschalk, Assistant City Manager/CFO  
 Ms. Silvia Amparano, Deputy Finance Director  
 Ms. Silvia Navarro, Finance Specialist  
 Mr. Art Cuaron, Finance Specialist  
**City of Tucson**  
 255 W. Alameda  
 P.O. Box 27210  
 Tucson, AZ 85726-7210  
 (520) 837-4379  
 (Grant Hamill, Randie Stein, Sandra Park)

**Arizona County References**

Mr. Delwin Wengert, County Manager  
**Apache County**  
 P. O. Box 428  
 St. Johns, AZ 85936  
 (928) 337-4364  
 (Mark Reader)

Michael Ortega, County Administrator  
**Cochise County**  
 1415 Melody Lane, Building G  
 Bisbee, Arizona 85603  
 (520) 432-9200  
 (Mark Reader, Bob Casillas)

Mr. Steve Peru, County Manager  
**Coconino County**  
 219 E. Cherry Avenue  
 Flagstaff, AZ 86001  
 (928) 779-6859  
 (Mark Reader, Bob Casillas)

Mr. Dan Field, County Administrator  
**La Paz County**  
 1108 Joshua Avenue  
 Parker, AZ 85344  
 (928) 669-6115  
 (Mark Reader, Randie Stein, Sandra Park)

Mr. James Menlove, Finance Director  
**Navajo County**  
 100 E. Carter Drive  
 Holbrook, AZ 86025  
 (928) 524-4323  
 (Mark Reader, Erika Miller)

Mr. Fritz Behring, County Manager  
**Pinal County**  
 P.O. Box 827  
 Florence, AZ 85232  
 (520) 866-6248  
 (Mark Reader, Grant Hamill)

Mr. John Zander, County Finance Director  
**Yavapai County**  
 1015 Fair Street, Room 221  
 Prescott, AZ 86305  
 (928) 442-5185  
 (Grant Hamill, Randie Stein)

**Arizona State Agencies, Universities and Special Districts**

Mr. Clark Partridge, State Controller  
**Arizona Department of Administration**  
 100 N. 15th Avenue, Suite 302  
 Phoenix, AZ 85007  
 (602) 542-5405  
 (Grant Hamill, Randie Stein)

Mr. Dean Gray, Executive Director  
 Mr. Phil Williams, Deputy Director of Finance  
**Arizona School Facilities Board**  
 1700 W. Washington, Suite 230  
 Phoenix, AZ 85007  
 (602) 542-6143  
 (Grant Hamill, Randie Stein, Sandra Park)

Ms. Toni Golden, Finance Manager  
**Central Yavapai Fire District**  
 8555 E. Yavapai Road  
 Prescott Valley, AZ 86314  
 (928) 772-7711  
 (Mark Reader, Erika Miller)

Mr. Simon Davis, Fire Chief  
 Ms. Katie Sayre, Administrative Division Chief  
**Green Valley Fire District**  
 1285 W. Camino Encanto  
 Green Valley, AZ 85614  
 (520) 625-9400  
 (Mike LaVallee, Sandra Park)

Mr. Mark Stratton, General Manager  
**Metropolitan Domestic Water Improvement District**  
 6265 N. La Canada Drive  
 P.O. Box 36870  
 Tucson, AZ 85740  
 (520) 575-8100  
 (Mark Reader, Sandra Park)

Mr. Edwin Wilkerson, Fire Chief  
**Mountain Vista Fire District**  
 1175 West Magee Road  
 Tucson, AZ 85704  
 (520) 575-4087  
 (Bryan Lundberg, Bob Casillas)

Mr. Kevin Keeley, Fire Chief  
**Tubac Fire District**  
 2227 E. Frontage Road  
 P.O. Box 2881  
 Tubac, Arizona 85646-2881  
 (520) 398-2255  
 (Mike LaVallee, Sandra Park)

Duc Ma, Assistant Vice President of Financial Services  
**University of Arizona**  
 Financial Services Office  
 888 N. Euclid Ave., Rm. 502J  
 P. O. Box 3310  
 Tucson, AZ 85722 3310  
 (520) 626-1188  
 (Grant Hamill, Mark Reader, Randie Stein)

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**TAB 5 - COST PROPOSAL**

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*The cost proposal form (as provided) must be completed and include the fees of the proposed services to be provided including those provided at no charge.*

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*V. It must be understood by the offeror that payment for services rendered to the Districts will be paid from the bond funds upon the sale of bonds or debt obligations. Should the Governing Board not call for the bond election, or the bond election fail to pass, any services rendered will be on a no charge basis, except for any fees (hourly or otherwise) associated with additional services outlined in the cost proposal.*

*VI. The proposal response is to be submitted as Dollars per \$1,000.00 (one thousand dollars) of principal amounts of bond. For small bonds, a rate with a minimum is suggested. List below, the dollar cost for all services that you will provide relating to authorization and the issuance of bonds where there is a charge.*

**VII. Cost Form**

We believe our proposed fees as outlined below are competitive and within the range of other proposers having equivalent and comparable services and expertise. Our fees also reflect the greater level of services we offer and the value we add to our clients that many other firms do not currently offer.

It is possible that some firms may submit extremely low bids to this RFP. A concern with an extremely low bid is that if it is too far below the national average, service and attention to the District's account might be compromised and the compensation available to sell the bonds may not be sufficient to market bonds at the lowest possible interest rates. The resulting increase in interest costs may far exceed any "savings" from selecting the Firm that bids the lowest fee for a particular service resulting in a false economy.

We respectfully request the District to consider all the factors presented in this response including:

- The overall service and range of services provided to the District (including those services of Dr. Judy Richardson and Randie Stein that would be included at no additional cost).
- The strength of our underwriting desk to secure the lowest interest rates possible for the District.
- The experience, diversity and proven capability we have in the Arizona sector.
- The dedication and professionalism we provide every one of our clients.

Our cost proposal covers the three major types of debt obligations that the District, SAVE, and YEPA members might issue. The prices below for underwriting assume a 10-year amortization and an uninsured financing with at least an "AA" underlying credit rating. Prices on the next page are shown on a fee per bond basis, assuming bond increments of \$1,000. The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes. See notes on page 39 for additional information and potential adjustments.

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
<b>New General Obligation Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$35,000	\$6.40 (minimum \$25,000)	\$5.60	\$5.25	\$4.75	\$4.50	\$4.00
Fee for Financial Advisor	up to \$25,000	\$3.00 (minimum \$25,000)	\$2.00 (minimum \$30,000)	\$1.50 (minimum \$50,000)	\$1.30 (minimum \$75,000)	\$1.25 (minimum \$97,500)	\$1.10 (minimum \$125,000)
Fee for Underwriting when there is a Financial Advisor	up to \$20,000	\$5.90 (minimum \$20,000)	\$5.15	\$4.75	\$4.25	\$4.10	\$3.65

<b>New Revenue Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$45,000	\$9.00 (minimum \$35,000)	\$7.90	\$6.80	\$5.75	\$5.25	\$4.75
Fee for Financial Advisor	up to \$30,000	\$3.50 (minimum \$30,000)	\$2.50 (minimum \$35,000)	\$2.25 (minimum \$62,500)	\$1.80 (minimum \$112,500)	\$1.55 (minimum \$135,000)	\$1.20 (minimum \$155,000)
Fee for Underwriting when there is a Financial Advisor	up to \$25,000	\$7.00 (minimum \$20,000)	\$5.90	\$5.30	\$4.75	\$4.25	\$4.00

<b>New Certificates of Participation (Lease Purchase)</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$40,000	\$9.50 (minimum \$30,000)	\$8.40	\$7.30	\$6.00	\$5.50	\$5.00
Fee for Financial Advisor	up to \$30,000	\$3.50 (minimum \$30,000)	\$2.50 (minimum \$35,000)	\$2.25 (minimum \$62,500)	\$1.80 (minimum \$112,500)	\$1.55 (minimum \$135,000)	\$1.20 (minimum \$155,000)
Fee for Underwriting when there is a Financial Advisor	up to \$27,500	\$7.50 (minimum \$20,000)	\$6.40	\$5.80	\$5.25	\$4.75	\$4.50

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
<b>Refinancing General Obligation Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$40,000	\$7.40 (minimum \$30,000)	\$6.60	\$6.25	\$5.50	\$5.15	\$4.50
Fee for Financial Advisor	up to \$30,000	\$3.10 (minimum \$30,000)	\$2.10 (minimum \$35,000)	\$1.60 (minimum \$52,500)	\$1.40 (minimum \$80,000)	\$1.35 (minimum \$105,000)	\$1.20 (minimum \$135,000)
Fee for Underwriting when there is a Financial Advisor	up to \$25,000	\$6.90 (minimum \$25,000)	\$6.15	\$5.75	\$5.00	\$4.75	\$4.15

<b>Refinancing Revenue Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$50,000	\$10.50 (minimum \$40,000)	\$8.90	\$7.80	\$6.50	\$5.90	\$5.25
Fee for Financial Advisor	up to \$35,000	\$3.60 (minimum \$35,000)	\$2.60 (minimum \$40,000)	\$2.35 (minimum \$65,000)	\$1.90 (minimum \$117,500)	\$1.65 (minimum \$142,000)	\$1.30 (minimum \$165,000)
Fee for Underwriting when there is a Financial Advisor	up to \$30,000	\$8.00 (minimum \$25,000)	\$6.90	\$6.30	\$5.50	\$4.90	\$4.50

<b>Refinancing Certificates of Participation (Lease Purchase)</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$45,000	\$10.50 (minimum \$35,000)	\$9.40	\$8.30	\$6.75	\$6.15	\$5.50
Fee for Financial Advisor	up to \$35,000	minimum \$35,000	\$2.60 (minimum \$40,000)	\$2.35 (minimum \$65,000)	\$1.90 (minimum \$117,500)	\$1.65 (minimum \$142,500)	\$1.30 (minimum \$165,000)
Fee for Underwriting when there is a Financial Advisor	up to \$32,500	\$8.50 (minimum \$25,000)	\$7.40	\$6.80	\$6.00	\$5.40	\$5.00

<b>Services and Fees</b>	
Override Election Services Per Hour	Included in the above fees for no extra charge, contingent upon a debt financing being completed during the term of the contract.
Other Charges for Services you may provide	Debt Defeasance - \$7,500 minimum plus \$1,000 for each additional debt issue.
	Federal Tax Credit Financings (QZABs, QSCBs, CREBs, etc.), Private Lease Purchase Agreements (including Performance Contracting/Energy Savings) - Financial Advisor fee: up to 2% of total loan. Placement Agent fee: up to 2% of total loan.
	Escrow Restructuring - Lesser of 0.25% of escrow value and 10% of net cost savings (\$25,000 minimum)
	Tax Anticipation Notes – Financial Advisor: \$1.00 per \$1,000, \$10,000 min; Underwriter: \$2.00 per \$1,000, \$10,000 min
Value Added Services and Number of Hours Included	In addition to assistance with M&O and capital outlay override elections, we also provide a membership in the School Capital Finance Support Service and the additional services listed on p. 28. These services are not limited to a specific number of hours and are available for members anticipated to complete a debt financing during the term of the contract.
Fee for Additional Hours of Value Added Services	\$96 - \$200 per hour for School Finance Consulting Services outside of the School Capital Finance Support Service (see p. 28-29 for details) and \$100-\$250 for hourly banking support services outside those described directly above and on page 29. These hourly rates also apply to other municipalities for non-financing related services.
List all items that you would expect to be reimbursed for during the course of the resulting contract	<ul style="list-style-type: none"> <li>Assembly and publishing of Official Statement or placement memorandum (typically not exceeding \$25,000)</li> <li>Costs of issuance that we pay at the request of the issuer, such as rating agency or counsel fees</li> <li>DTC/CUSIPs/Other Industry Fees</li> <li>Travel expenses (i.e., rating trips)</li> <li>Fed Ex/UPS Charges</li> <li>Telephone conference calls</li> <li>Auditor’s Consent (if requested)</li> <li>Assembly of term sheet or other disclosure documentation (when applicable)</li> </ul>

**Notes:**

Adjustments to fees listed above for underwriting, placement agent or financial advisor (as applicable):

- The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes.
- Impact Aid Revenue Bonds less than \$25 million -- add up to \$3.00 per \$1,000 and \$6,000 to the minimum.
- Amortizations of longer than 10 years – add up to \$0.30 per \$1,000 for each year above 10 years.
- Uninsured financings or financings with insurance rated less than AAA– add:
  - Up to \$2.50 per \$1,000 and \$5,000 to the minimum for underlying AA- or Aa3 credit rating
  - Up to \$5.00 per \$1,000 and \$10,000 to the minimum for underlying A category credit rating
  - Up to \$10.00 per \$1,000 and \$15,000 to the minimum for underlying BBB or Baa category credit rating
  - Up to \$20.00 per \$1,000 and \$20,000 to the minimum without any underlying credit rating
- Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest – add up to \$2.50 per \$1,000.
- Securities sold more than 6 weeks prior to delivery (forward delivery securities) – add up to \$2.50 per \$1,000 to reflect market rates at the time of the sale, as negotiated with and approved by the issuer.
- For large volume underwriting clients, in excess of \$80 million every two years, the Firm may be able to negotiate somewhat reduced underwriting fees, depending on market conditions at the time.
- Underwriting fees do not include the cost of underwriter’s counsel.

For assistance with complex financings in any role or unique requests outside traditional value added services, the Firm would negotiate a fair amount of additional compensation with the issuer. Complex financings include, but not limited to: (1) title or real estate issues, (2) water company acquisitions, (3) tax increment or land based security (special districts), (4) public/private partnerships (for-profit, non-profit, governmental purpose facilities) or (5) other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings).



**PLEASE BE COMPLETE**

AUTHORIZED SIGNATURE: \_\_\_\_\_

*Robert A. Casillas*

PRINTED NAME: **Robert Casillas** \_\_\_\_\_

TITLE: **Managing Director** \_\_\_\_\_

DATE: **May 14, 2013** \_\_\_\_\_

EMAIL: **rcasillas@stifel.com** \_\_\_\_\_

My signature binds my firm to the terms and conditions within this proposal at the fees set forth. All fees shall remain firm for the first year and for each of the four possible extensions of this contract.

---

**TAB 6 - ATTACHMENTS**

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1. *Offer & Acceptance Sheet*
  2. *Drug Free Workplace*
  3. *Deviations/Expectations*
  4. *Acknowledgement of Addendum (no addendums were issued, so the Acknowledgment is not included)*
  5. *Non-Collusion Statement*
  6. *Cost Proposal (See Tab 5 and separate sealed envelope)*
  7. *RFP Acknowledgement*
  8. *W-9 Form*
-

	<b>OFFER AND ACCEPTANCE</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: INVESTMENT BANKING SERVICES	Page 40 Of 44	

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Sales License No. \_\_\_\_\_

**For clarification of this offer**

**Company is: (Please check all that apply)**

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietorship
- Other (Please explain)

Stifel, Nicolaus & Company, Incorporated

**Company Name**

2555 East Camelback Road, Suite. 280

**Address**

Phoenix, AZ 85016

**City, State, Zip Code**

**Arizona Offerors Only**

Sales Tax % to be applied: N/A

Robert A. Casillas

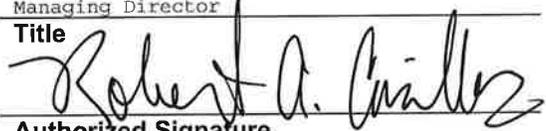
**Printed Name**

602-794-4001

**Phone**

Managing Director

**Title**



**Authorized Signature**

**CERTIFICATION**

By signature in the Offer section above, the offeror certifies:

The submission of the Proposal did not involve collusion or other anti-competitive practices. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the Proposal with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):**

**The Proposal is hereby accepted.**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/public entity. This contract shall henceforth be referred to as Contract No. CESD RFP #: C-007-1213. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed. **Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**Jennifer Bosch • Procurement Manager • Crane Schools • Date**

RFP: C-007-1213 – INVESTMENT BANKING SERVICES

Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

	<b>ATTACHMENT A: DRUG FREE WORKPLACE</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 33 Of 44	

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Stifel, Nicolaus & Company, Incorporated

---

COMPANY NAME

*Robert A. Anillo*

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal at time of bid opening to be considered.**

 	<b>ATTACHMENT F: DEVIATIONS/EXCEPTIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 42 Of 44	

Please use this space to list any deviations or exceptions for any item listed under "SCOPE OF SERVICES". The item number must be listed and any deviation/exception or inability of the consultant to handle that particular item, must be clearly and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

Acknowledgement

*Robert A. Casillas / Robert A. Casillas*  
Signature / Printed Name

5-10-13

Date

	<b>NONCOLLUSION AFFIDAVIT</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: INVESTMENT BANKING SERVICES	Page 41 Of 44	

State of Arizona )  
 )  
 County of ) ss.

Robert A. Casillas, affiant,  
 (Name)

the Managing Director  
 (Title)

Stifel, Nicolaus & Company, Incorporated  
 (Contractor/Vender)

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

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

[Handwritten Signature]  
 (Name)

Managing Director  
 (Title)

Subscribed and sworn to before me  
 this 10<sup>th</sup> day of May, 2013

[Handwritten Signature]  
 Signature of Notary Public in and for the

State of Arizona  
 County of Maricopa



 	<b>ATTACHMENT C: COST PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: INVESTMENT BANKING SERVICES	Page 35 Of 44	

**ABOUT YOUR FIRM**

I. Name of Firm: Stifel, Nicolaus & Company, Incorporated

Address: 2555 E. Camelback Road, Suite 280, Phoenix, AZ 85016

Phone and Fax: 602-794-4000 / 602-794-4046

Web address: www.stifel.com

II. Staff:  
Personnel on staff and number of years of experience in the field who would be assigned to the account.

Please see Tab 2

Name	# of Years Experience
Name	# of Years Experience
Name	# of Years Experience

III. List of Arizona School District and/or other Arizona Political Subdivisions for whom you have performed services in the last four years.

Date	Arizona School District / Arizona Political Subdivision	Par Value	Security Type	Sale Type	Role	Staff Assigned
	Please see Appendix C					

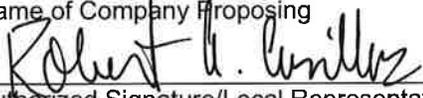
 	<b>ATTACHMENT D: RFP ACKNOWLEDGEMENT</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: INVESTMENT BANKING SERVICES	Page 38 Of 44	

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Would you be willing to allow other members of the "YEPA" and/or "SAVE" cooperative to utilize this RFP and purchase from the contract if awarded through this RFP\*?     Yes     No

\*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the "YEPA" and "SAVE", to issue this Proposal on behalf of these cooperatives to allow the other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

<u>Stifel, Nicolaus &amp; Company, Incorporated</u>	<u>5-10-13</u>		
Name of Company Proposing	Date Signed		
			
Authorized Signature/Local Representative	Telephone/Fax Number		
	<u>602-794-4000/602-794-4046</u>		
<u>Robert A. Casillas, Managing Director</u>	<u>rcasillas@stifel.com</u>		
Type Name and Position Held with Company	Email		
<u>2555 East. Camelback Road, Suite 280</u>	<u>Phoenix</u>	<u>AZ</u>	<u>85016</u>
Mailing Address	City	State	Zip

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Stifel, Nicolaus &amp; Company, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>501 N. Broadway</b>	Requester's name and address (optional)
City, state, and ZIP code <b>St Louis, MO 63102</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table> <table border="1" style="width: 100%; text-align: center;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>4</td><td>3</td><td>-</td><td>0</td><td>5</td><td>3</td><td>8</td><td>7</td><td>7</td><td>0</td></tr> </table>	Social security number												-			-			Employer identification number									4	3	-	0	5	3	8	7	7	0
Social security number																																						
			-			-																																
Employer identification number																																						
4	3	-	0	5	3	8	7	7	0																													
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA); and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Ronald N. Burkemper</i> Date ▶ <i>5/24/12</i>

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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**APPENDIX A**

**SAMPLE WORK PRODUCTS**

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LAUREN POST  
DIRECTOR  
LPOST@STIFEL.COM

## Weekly Wrap-Up

Last Tuesday's \$1.2 billion of tax-exempt Midwestern Disaster Area Bonds issued by the Iowa Finance Authority found a ready market as investors looking for yield, liquidity, and diversification eagerly bought the "junk" paper. Rated below investment-grade at BB- by both Standard & Poor's and Fitch, the issue was thrice over-subscribed and achieved a final average rate of 5.12%. Later in the week the bonds traded higher by as much as 40 basis points in the secondary market.

The Authority issue was sold on behalf of the for-profit Iowa Fertilizer Co. owned by Egypt-based Orascom Construction Industries. Proceeds will be used to construct a new nitrogen fertilizer manufacturing plant in Lee County beginning in 2015. The financing was one of the largest private-activity, sub-investment-grade municipal bond issues ever to come to market. Orascom's international experience, low natural gas prices (needed for production), and strong Midwestern demand for fertilizer were considered part of the deal's strong fundamentals. Credit risks disclosed to investors included commodity cost volatility, the potential for a future glut of nitrogen fertilizer, the hazards of nitrogen products, and Egyptian political unrest.

In other news from the Midwest last week, the Illinois House of Representatives passed a wide-ranging package of pension reform measures designed to slash unfunded liabilities and rein in rising annual pension payments. Passage in the State Senate is uncertain, despite Illinois being at the bottom of the heap – vis-à-vis other states – with a funded ratio of 40%. Rising pension payments are expected to consume 19% of the state's general fund if they remain unchecked. Illinois's general obligation rating is the lowest in the nation, in part due to the burden of its pension obligations.

Municipal bonds ended the week on a slightly weaker note as Friday's better-than-expected employment data prompted more risk-on trading. Yields on the MMD triple-A G.O. scale finished up to three basis points higher: the 10-year yield increased two basis points to 1.68% and the yield on the 30-year rose three basis points to 2.82%. Treasuries sold off sharply on the employment news: the benchmark 10-year was up 12 basis points to end the week at 1.75% and the 30-year yield spiked 14 basis points to finish at 2.96%.

## Looking Ahead

In late-breaking news today it was announced that the Securities and Exchange Commission (SEC) has charged Harrisburg, Pennsylvania with securities fraud for releasing misleading public information as the city's financial condition deteriorated. This marks the first time the SEC has charged a municipality for misleading statements made outside of its securities disclosure documents. The charge indicates that the state did not provide accurate and timely material information to investors, and made misleading statements about its credit rating and debt payments.

This week's new-issue municipal calendar is light at \$4.97 billion, and the 30-day supply manageable. The largest transaction scheduled to price in the days ahead is a taxable \$300 million Build Illinois sales-tax revenue bond rated A2/AAA/AA+ by Moody's/S&P/Fitch. The deal will be sold competitively on Thursday. Illinois sales tax revenues have been rising, consistent in their growth with the average increase nationally according to the most recent U.S. Census Bureau data.

Also from the Prairie State this week will come \$152 million of revenue bonds from the Illinois Finance Authority on behalf of the University of Chicago. This negotiated Aa1/AA/AA+ transaction is scheduled to price tomorrow.

The Colorado Regional Transportation District plans to sell \$202 million of sales tax refunding bonds on Wednesday. Originally sold to finance a FasTrak rail and bus transit project, the new series is rated Aa2/AA+/AA.

## Disclosures and Disclaimers

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Stifel has received compensation in the past twelve months, or expects to receive compensation in the next three months, for investment banking services from one or more of the borrowers mentioned in this report

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### Additional Information Is Available Upon Request

*I, Lauren Post, certify that the views expressed in this research report accurately reflect my personal views about the subject securities or issuers; and I certify that no part of my compensation was, is, or will be directly or indirectly related to the specific recommendations or views contained in this research report.*

**Quote of the Day:** "If you don't drive your business, you will be driven out of business." -- B. C. Forbes

### Yesterday's Closing Results

	5/3/2013	5/6/2013	Change (bps)
DJIA	14973.96	14968.89	-0.03%
3-mo. T-bill	0.05%	0.03%	-2
6-mo. T-bill	0.08%	0.07%	-1
2yr T-note	0.22%	0.21%	0
5yr T-note	0.72%	0.73%	1
10yr T-note	1.74%	1.76%	2
30yr T-note	2.95%	2.98%	2
Federal Funds Target	0.25	0.25	0
Prime Rate	3.25%	3.25%	0
LIBOR (3-mo.)	0.28%	0.28%	0
10yr Futures Contract	132.859	132.672	-0.14%

### Swap Spreads

	5/3/2013	5/6/2013	Change (bps)
2-year	14	14	1
5-year	16	17	0
10-year	18	18	0
30-year	-7	-6	0

Source: Bloomberg Finance L.P.

### Yield Curve Projections

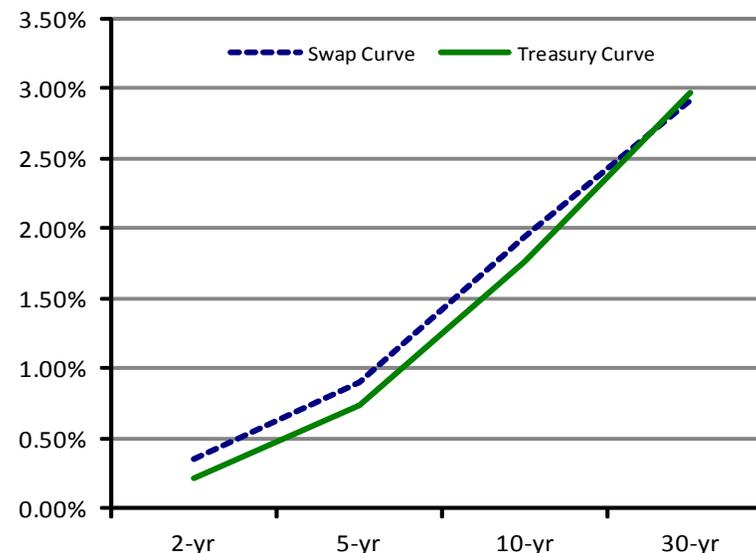
	2Q13	3Q13	4Q13	1Q14
Fed Funds	0.25%	0.25%	0.25%	0.25%
2-year	0.15%	0.20%	0.25%	0.30%
5-year	0.55%	0.60%	0.70%	0.75%
10-year	1.50%	1.60%	1.70%	1.80%
30-year	2.65%	2.75%	2.90%	3.00%
2s to 10s	+135 bps	+140 bps	+145 bps	+150 bps

\*Updated as of May 1, 2013

Source: Stifel Fixed Income Research and Strategy Group

### Bond Market Benchmarks

(as of 3 pm the previous business day)



Source: Bloomberg Finance L.P.

### RESEARCH & STRATEGY HIGHLIGHTS:

- The Municipal Market Observer – May 6, 2013
- The Depository Investor – May 2, 2013
- Treasury/Agency Market Daily – May 2, 2013
- The Stifel Mortgage Indicator – May 2, 2013
- The Municipal Market Observer – April 29, 2013
- Stifel Consumer Non-Cyclical: Earnings Calendar & Relative Value Charts
- Credit Weekly – April 29, 2013
- Themes for 1Q 2013 Bank Earnings – April 25, 2013
- MDLZ/PEP Combo Speculation Unlikely Credit Negative – April 23, 2013
- Agency Prepayment Report – April 2013

**ECONOMIC CALENDAR**

Date	Time	Event	Survey	Actual	Prior
Friday 05/03	8:30	Change in Nonfarm Payrolls	140K	165K	88K
	8:30	Two-Month Payroll Net Revision	--	114K	--
	8:30	Change in Private Payrolls	150K	176K	95K
	8:30	Change in Manufact. Payrolls	5K	0K	-3K
	8:30	Unemployment Rate	7.60%	7.50%	7.60%
	8:30	Avg Hourly Earning MOM All Emp	0.20%	0.20%	0.00%
	8:30	Avg Hourly Earning YOY All Emp	1.90%	1.90%	1.80%
	8:30	Avg Weekly Hours All Employees	34.6	34.4	34.6
	8:30	Change in Household Employment	--	293	-206
	8:30	Underemployment Rate (U6)	--	13.90%	13.80%
	10:00	Factory Orders	-2.90%	-4.00%	3.00%
10:00	ISM Non-Manf. Composite	54	53.1	54.4	
Tuesday 05/07	10:00	IBD/TIPP Economic Optimism	47.3	--	46.2
	10:00	JOLTs Job Openings	--	--	3925
	3:00	Consumer Credit	\$16.000B	--	\$18.139B
Wednesday 05/08	7:00	MBA Mortgage Applications	--	--	1.80%
Thursday 05/09	8:30	Initial Jobless Claims	335K	--	324K
	8:30	Continuing Claims	3018K	--	3019K
	8:45	Bloomberg May United States Economic Survey			
	9:45	Bloomberg Consumer Comfort	--	--	-28.9
	10:00	Wholesale Inventories	0.40%	--	-0.30%
	10:00	Wholesale Sales MoM	0.10%	--	1.70%
Friday 05/10	2:00	Monthly Budget Statement	\$106.0B	--	--
Monday 05/13	8:30	Advance Retail Sales	-0.20%	--	-0.40%
	8:30	Retail Sales Less Autos	0.10%	--	-0.40%
	8:30	Retail Sales Ex Auto & Gas	--	--	-0.10%
	8:30	Retail Sales "Control Group"	--	--	-0.20%
	10:00	Business Inventories	0.30%	--	0.10%
	-	Mortgage Delinquencies	--	--	7.09%
-	MBA Mortgage Foreclosures	--	--	3.74%	
Tuesday 05/14	7:30	NFIB Small Business Optimism	--	--	89.5
	8:30	Import Price Index (MoM)	-0.50%	--	-0.50%

## TAXABLE TRADING COMMENTARY

Treasuries saw some downside follow-through on Monday after Friday's employment related rout and as the upcoming refunding supply weighed on the sector. The active issues were able to hold in near Friday's closes and above prevailing range lows as the session got started but faltered as the morning progressed with the street taking advantage of a defensive market to pressure it lower into the refunding. Volumes were light and trading was thin, however, and what selling pressure was occurring was able to take the long-end through range lows and toward deeper support. A wave of selling around the noon hour took the 10yr through 1.75% and to 1.77% as the issue moved through its 30day MA for the first time since March 15. The long-end also probed yield levels above the 200 day MA for the first time since trading below this long-term technical level in early April. At the close, 10yr and 30yr yields had finished above their 30day MA and the 200day MAs with the 10yr up another 2bps after finishing up 11bps on Friday.

Treasuries bounced during Asian hours last night with the 10yr yield declining from 1.77% to 1.75% on better buying reportedly from Japanese Fund managers after being on holiday yesterday. The Reserve Bank of Australia cut its benchmark interest rate another 25bps to a record low at 2.75% and the Aussie Dollar weakened in FX circles. As currency crosses fluctuated, the risk appetite repriced accordingly and commodities responded along with the carry trade. Gold is down \$9/oz, WTI crude is off \$0.50, and two-thirds of the CRB is showing red this morning. European equities are up fractionally while US stock futures are little changed.

The bond market has since lost its bid and has returned to Monday's lows at .75% on the 5yr and at 1.77% on the 10yr ahead of the New York open. Supply has taken the upper hand

as the street continues to prepare for auctions on the long-end and steepens the yield curve into it. Since Friday morning, the 2/10yr curve has steepened 11bps from +144bps to +155bps this morning. This auction set up was not unexpected although the swift jobs related selloff certainly helped the street's cause. The refunding will get underway with today's \$32bln 3yr auction and that sector has cheapened 5bps since Friday morning. That should be sufficient enough to attract adequate demand to place the issue without much difficulty. This week's data calendar is quiet so supply flows will dominate. The Fed will be in today with the first of two long-end purchases this week so that will help offset some of the weight of the refunding. Look for the long-end to hold near these levels and to press even lower during the refunding process for that will help to correct the overbought conditions that were prevalent into last week's strength. If you recall, the 1.80% to 1.83% area on the 10yr acted as solid resistance during the Jan-March period so it should provide good support now as we revisit this area. Buyers should look to scale in between 1.80% and 1.85% on the expectation that the bond friendly landscape will reassert itself once the refunding is out of the way.

**MARTY MITCHELL, TAXABLE TRADING DESK**



Source: Bloomberg Finance L.P.

### HIGH YIELD COMMENTARY

If you were wondering if issuers were anxious to "hit the window," wonder no more. Nine New Issues hit the calendar Monday (not counting Ford's deal), and we could see more announced this morning.

Of the deals that priced, all were priced at the tight end, and traded to premiums. The calendar and earnings remain the two big drivers of market activity. Investors continue to play the calendar. When they get meaningful allocations the tendency is to hold, and when the allocation is in the 250-2mm range the reaction is to flip it.

**JIM CURLEY, HIGH YIELD TRADING DESK**

### ECONOMIC COMMENTARY

Monday was a slow day for domestic economic releases but there were many globally. In the Eurozone, French industrial output fell 0.9% in March from a gain of 0.8% in February, coming up short of the consensus estimate of a 0.3% drop. A theme among many developed nations, the Netherlands reported that consumer-price inflation slowed to an annualized 2.6% last month, down from 2.9% in March. German factory orders rose in March for the second consecutive month. Seasonally adjusted orders rose 2.2% in February, exceeding the consensus estimate of a 0.5% advance. Monday also saw Eurozone PMI shrink with a reading of 46.9 in April, slightly up from 46.5 in March. The economic disconnect between stronger countries and the periphery in the EU continues and is evident in the latest case of Slovenia, which may seek an EU bailout if it cannot contain its fiscal shortcomings and weak banking sector.

The Reserve Bank of Australia cut its benchmark interest rate by 25bps to 2.75, a new low for the country, adding itself to the list of nations currently attempting to devalue its own currency in an attempt to keep itself competitive globally. The rise of the AUD has hampered the Australian manufacturing sector.

Tuesday will bring domestic economic reports on consumer credit, job openings, and economic optimism. The Bloomberg L.P. consensus estimate is for consumer credit to shrink to \$15.6B from \$18.139B in February.

**MIKE SUTTER, ANALYST**

**MUNICIPAL COMMENTARY**

The municipal market succumbed to the pressure in the treasury market of the last two trading sessions. The MMD was cut from 2018 through the end of the curve with the most substantial cuts through the 10 year range and on the long end. The cuts were 4 to 6 basis points 2019 through 2043.

The lighter supply figures, both this week's \$4 Billion and the 30 day supply of \$7.2 Billion, are on the lighter side. Ratios cheapened slightly. The market continues to monitor the outflows from municipal bond funds as we move away from the usual tax day effect to see if the trend is going to continue.

**ALAN MURPHY, MUNICIPAL TRADING DESK**

### Spreads Update

	Yesterday	Day Prior	Week Prior	Weekly	52 Week			Yesterday		Yesterday	Day Prior	Week Prior	Weekly	52 Week			Yesterday
	5/6/2013	5/3/2013	4/29/2013	Change	High	Low	Avg.	vs. Avg.		5/6/2013	5/3/2013	4/29/2013	Change	High	Low	Avg.	vs. Avg.
<b>Agencies</b>									<b>ABS†††</b>								
2 yr BenchMark Agency	3	2	2	1	10	2	5	-2	1 yr Credit Cards (Euro +)	4	4	4	0	4	1	2	2
3 yr BenchMark Agency	7	7	7	0	19	3	9	-2	2 yr Credit Cards	11	11	11	0	11	5	8	3
5 yr BenchMark Agency	11	12	12	-1	31	10	18	-7	3 yr Credit Cards	14	14	14	0	14	9	12	2
10 yr BenchMark Agency	3	3	3	0	44	-3	17	-14	5 yr Credit Cards	27	27	27	0	29	23	26	1
2 NC 1 Callable Agency	-9	-10	-10	1	19	-14	-3	-6	10 yr Credit Cards	40	40	40	0	43	36	41	-1
3 NC 1 Callable Agency	-1	-3	-3	2	30	-8	4	-5	1yr Autos (Euro +)	6	6	6	0	6	2	4	2
5 NC 1 Callable Agency	16	14	14	2	47	7	20	-4	2 yr Autos	14	14	14	0	16	5	10	4
5 NC 2 Callable Agency	8	7	7	1	36	1	11	-3	3 yr Autos	17	17	17	0	23	10	16	1
7 NC 3 Callable Agency	13	15	15	-2	37	0	13	0	<b>Corporates,</b>								
10 NC 1 Callable Agency	37	36	36	1	69	16	38	-1	2 yr A Industrials	36	36	35	1	112	24	35	0
<b>Swaps,</b>									2 yr BBB Industrials	84	91	94	-10	120	74	97	-13
2 yr Swaps	14	14	14	1	39	9	18	-4	5 yr A Industrials	71	71	70	1	95	61	72	-1
3 yr Swaps	14	14	14	1	37	9	17	-3	5 yr BBB Industrials	129	141	143	-14	167	131	148	-19
5 yr Swaps	17	16	15	1	38	10	19	-2	10 yr A Industrials	95	96	95	0	123	80	95	0
10 yr Swaps	18	18	17	1	22	1	10	8	10 yr BBB Industrials	161	177	179	-19	201	163	180	-19
30 yr Swaps	-6	-7	-7	0	-4	-31	-20	14	2 yr AA Financials	36	38	39	-3	104	32	56	-20
<b>MBS: Pass-Throughs</b>									2 yr A Financials	43	44	44	-1	114	43	69	-26
FN 15 yr 2.0%****	87	85	85	2	93	79	86	1	2 yr BBB Financials	105	110	108	-3	254	104	171	-66
FN 15 yr 2.5%****	84	83	82	2	100	80	88	-4	5 yr AA Financials	71	72	73	-2	135	66	92	-21
FN 15 yr 3.0%	86	87	82	4	123	55	90	-4	5 yr A Financials	75	76	74	0	147	74	103	-28
FN 15 yr 3.5%	89	91	88	1	112	31	79	10	5 yr BBB Financials	164	169	172	-8	293	168	227	-63
FN 30yr 3.0%****	136	134	134	2	147	127	135	1	10 yr AA Financials	100	102	103	-3	166	97	126	-26
GN 30yr 3.0%****	93	93	93	0	109	85	95	-2	10 yr A Financials	107	108	108	-1	177	107	136	-29
FN 30yr 3.5%	126	121	119	7	185	65	133	-7	10 yr BBB Financials	171	177	179	-9	300	175	230	-59
GN 30yr 3.5%	93	89	85	8	144	59	102	-9	2 yr A Utilities	38	38	38	0	91	30	51	-13
<b>MBW: Sequential CMOs††</b>									2 yr BBB Utilities	67	73	71	-4	131	66	90	-23
3yr SEQ 30yr GN 3.0%**	71	71	71	0	105	68	77	-6	5 yr A Utilities	61	61	61	0	116	58	78	-17
3yr SEQ 30yr GN 3.5%**	73	73	73	0	110	72	81	-8	5 yr BBB Utilities	131	137	135	-4	191	131	154	-23
3yr SEQ 15yr FN 3.5%	73	73	73	0	110	71	86	-13	10 yr A Utilities	105	106	106	-1	168	90	109	-3
3yr SEQ 15yr FN 3.0%***	71	71	71	0	75	68	71	0	10 yr BBB Utilities	159	165	163	-4	213	158	178	-20
3yr SEQ 20yr FN 3.0%***	76	76	76	0	95	74	79	-3	2 BBB yr Reit	122	125	127	-5	238	125	187	-65
3yr SEQ 20yr FN 3.5%**	81	81	81	0	115	79	86	-5	5 BBB yr Reit	167	170	171	-4	284	170	236	-69
10yr SEQ 30yr GN 3.0%**	85	85	85	0	95	75	80	5	<b>Notes</b>								
10yr SEQ 30yr GN 3.5%**	91	91	91	0	100	83	88	3	* High, low, and average calculations are based on data collected starting 05/02/2012.								
10yr SEQ 15yr FN 3.5%	75	75	75	0	85	64	74	1	** High, low, and average calculations are based on data collected starting 09/05/2012.								
10yr SEQ 15yr FN 3.0%****	72	72	72	0	73	60	65	7	*** High, low, and average calculations are based on data collected starting 09/20/2012								
10yr SEQ 20yr FN 3.0%****	82	82	82	0	85	70	79	3	**** High, low, and average calculations are based on data collected starting 03/21/2013.								
10yr SEQ 20yr FN 3.5%**	82	82	82	0	110	75	83	-1	† Swaps and Corporates data is provided by Bloomberg Finance L.P. Swap spreads are the midpoint spread.								
<b>MBW: PAC CMOs assume a 2% coupon††</b>									†† Sequentials are priced at current Bloomberg consensus. PACs are priced in the bands (assuming 100-250) and assume a 2% coupon. All CMO spreads assume month-end settle.								
3yr PAC 30yr GN 3.0%**	38	38	38	0	39	33	36	2	††† 1 yr AAA ABS spread to Euro curve and 2-10 yr AAA ABS spreads to swap curve.								
6yr PAC 30yr GN 3.0%**	77	77	77	0	81	65	74	3									
8yr PAC 30yr GN 3.0%**	96	96	96	0	97	75	85	11									
11yr PAC 30yr GN 3.0%**	93	93	93	0	94	80	84	9									
18yr PAC 30yr GN 3.0%**	96	96	96	0	97	80	87	9									

# STIFEL | Fixed Income Research & Strategy

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Credit ratings shown refer to a company’s senior indebtedness unless otherwise noted.

Stifel has received compensation in the past twelve months, or expects to receive compensation in the next three months, for investment banking services from one or more of the borrowers mentioned in this report.

[ADDITIONAL INFORMATION IS AVAILABLE UPON REQUEST](#)

**Representative Name & Title:**
**Phone:**
**Address:**
**Week of May 6, 2013**
**UPCOMING ISSUANCE**

\$300MM Illinois Sales Tax Taxable Rev, -/AAA/AA+, 2014-37
\$300MM Louisiana GO (169T/131TE), Aa2/AA/AA
\$202MM Regional Trans Dist, CO Rev (Fastracks Project), Aa2/AA+/AA
\$190MM Houston, TX Utility System Rev, Aa2/AA-/-
\$187MM Massachusetts Water Pollution Trust Rev, Aaa/AAA/AAE, 2014-43
\$156MM Beacon Health System, IN Hospital Rev, NR/AA-/AA-
\$152MM Illinois Fin Auth Rev - Univ of Chicago, Aa1/AA/AA+
\$147MM Maryland Health & Ed Rev - Medstar Health, A2/A-/A, 2014-38
\$142MM Cypress-Fairbanks, TX ISD GO PSF, Aaa/AAA (Aa2/AA-), 2016-27
\$90MM Northside, TX ISD GO PSF, Aaa/AAA/AAA (Aa1-/AA+), 2014-37
<b>30-Day Visible Supply:</b> \$6.7 Billion <b>7-Day Visible Supply:</b> \$4.9 Billion

**MAJOR ECONOMIC DATA**

RELEASE	DAY	ESTIMATE	ACTUAL
Wholesale Inventories - Mar %	9-May	0.3	

**TAXABLE MUNICIPAL GO/MAKE WHOLE TREASURY SPREAD**

	5/5	10/10	20/30	30/30
<b>AAA</b>	35	65	54	71
<b>AA</b>	45	75	69	82
<b>A</b>	90	140	121	137
<b>BBB</b>	255	303	280	293

**COMMENTARY**

The Fixed Income markets reacted sharply toward higher rates following Friday's stronger than expected employment report. Municipal investors appeared to be more patient than US Treasury investors, showing a milder rise in rates. A lighter than average week of supply helped with the tone. New issue supply should be just under \$5 billion and the tax-exempt portion is estimated at \$4 billion. There is a noticeable lack of larger high grade GO debt on the calendar. Municipal Mutual Fund flows continue to be a concern. Lipper reported \$391 million of outflows for the week ending May 1, up from \$101 million of outflows the prior week. Supply in the US Treasury market may keep pressure on rates with \$32B-3 Year, \$24B-10 Year and \$16B-30 Year sales. Economic data is very light and all second tier.

**RATE DATA**

	TODAY	WEEK PRIOR	MONTH PRIOR	YEAR PRIOR
<b>AAA GO</b>				
2 YEAR	0.29	0.29	0.29	0.31
5 YEAR	0.73	0.74	0.75	0.80
10 YEAR	1.68	1.69	1.71	1.82
15 YEAR	2.23	2.28	2.32	2.41
20 YEAR	2.53	2.58	2.60	2.75
30 YEAR	2.82	2.87	2.93	3.15
<b>US TREASURY</b>				
2 YEAR	0.21	0.21	0.23	0.26
5 YEAR	0.73	0.67	0.70	0.78
10 YEAR	1.74	1.66	1.72	1.87
30 YEAR	2.96	2.85	2.89	3.06
<b>FED FUNDS</b>	0-0.25	0-0.25	0-0.25	0-0.25
<b>PRIME RATE</b>	3.25	3.25	3.25	3.25
<b>MIG 1 - 1YR</b>	0.20	0.20	0.20	0.20
<b>MUB ETF</b>	111.62	111.720	110.970	111.06
<b>SIFMA 7DAY</b>	0.19	0.22	0.11	0.22
<b>MSRB 7DAY TRD</b>	\$56,560MM	\$58,417MM	\$62,115MM	\$62,228MM
<b>BOND BUYER INDEXES</b>				
<b>20 Bond GO<sup>1</sup></b>	3.77	3.90	3.96	3.81
<b>11 Bond GO<sup>2</sup></b>	3.54	3.67	3.73	3.59
<b>25 Bond REV<sup>3</sup></b>	4.19	4.29	4.33	4.77
<b>Placement Ratio</b>	94.80	91.40	99.00	90.00

<sup>1</sup> GO bonds maturing in 20 years, avg. rating equivalent to Moody's Aa2 & S&P's AA

<sup>2</sup> GO bonds maturing in 20 years, avg. rating equivalent to Moody's Aa1 & S&P's AA+

<sup>3</sup> Revenue bonds maturing in 30 years, avg. rating equivalent to Moody's A1 & S&P A+

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# SAMPLE WORK

## BOND SALE ONLINE ORDER MONITOR

### Online Order Monitor



[Wire Inbox](#) | [Deal List](#) | [Search](#) | [Parity Calendar](#) | [MunIC](#) | [Logout](#)

#### ORDERS

[Deal Summary](#) > [View Monitor](#)

[View Monitor](#)

Deal Size: \$17,375,000 Deal Description

Maturity	Amount	Total Priority (\$000's)	Total Member (\$000's)	Total (\$000's)	Balance (\$000's)
<a href="#">07/01/2014</a>	225	0	0	0	225
<a href="#">07/01/2017</a>	1,000	0	2,275	2,275	-1,275
<a href="#">07/01/2018</a>	1,000	0	2,450	2,450	-1,450
<a href="#">07/01/2019</a>	3,500	0	8,170	8,170	-4,670
<a href="#">07/01/2020</a>	1,265	0	2,490	2,490	-1,225
<a href="#">07/01/2021</a>	1,300	0	3,350	3,350	-2,050
<a href="#">07/01/2022</a>	1,275	0	5,750	5,750	-4,475
<a href="#">07/01/2023</a>	3,260	0	7,620	7,620	-4,360
<a href="#">07/01/2024</a>	2,000	0	2,050	2,050	-50
<a href="#">07/01/2025</a>	2,550	0	4,100	4,100	-1,550
<b>TOTAL:</b>	<b>17,375</b>	<b>0</b>	<b>38,255</b>	<b>38,255</b>	<b>225</b>



**\$20,675,000**  
**SCHOOL IMPROVEMENT BONDS,**  
**PROJECT OF 2011,**  
**SERIES B (2013) AND TAXABLE SERIES C (2013)**

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## **SUMMARY OF SALE RESULTS**

**Closing Date:**

**April 23, 2013**

**STIFEL**

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\$20,675,000

**SCHOOL IMPROVEMENT BONDS, PROJECT OF 2011,  
SERIES B (2013) AND TAXABLE SERIES C (2013)**

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**Table of Contents**

**A SUMMARY OF SALE RESULTS**

- ~ Summary of Sale Results
- ~ Sources and Uses of Funds
- ~ Bond Pricing Schedule
- ~ Debt Service Schedule
- ~ Estimated Costs of Issuance
- ~ Financing Team Distribution List
- ~ Standard & Poor's Rating Report

**B BOND MARKET INFORMATION**

- ~ Spread to MMD Analysis
- ~ AAA MMD Yield History

**C BOND PAYMENT ANALYSIS AND SCHEDULES**

**D CONTINUING DISCLOSURE UNDERTAKING**



## **SAMPLE WORK**

INFORMATION WITH RESPECT TO:

November 2, 2010 Class B Bonding Program

School Improvement Bonds

2013

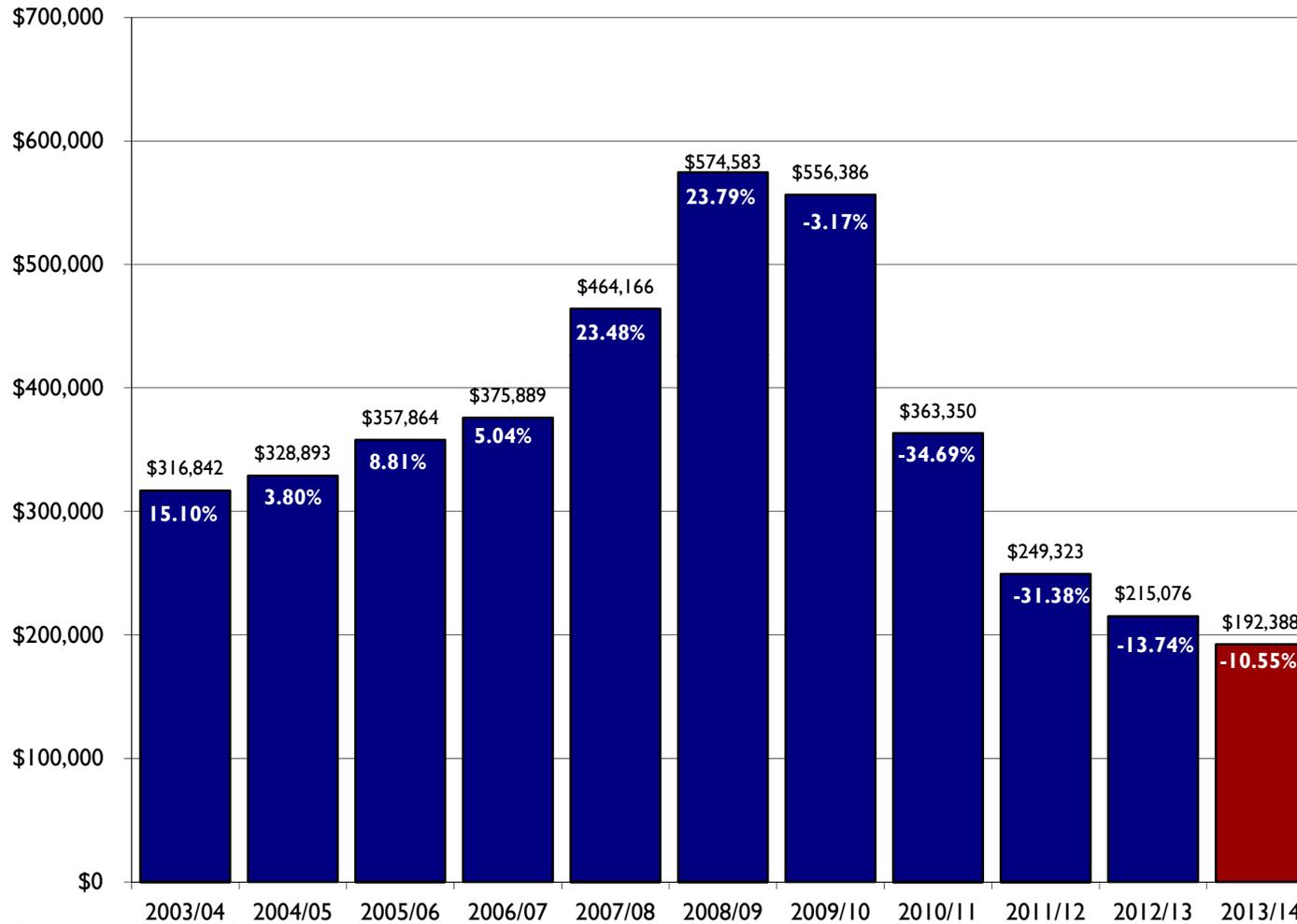
STIFEL

## Summary of Results

- Election held on November 2, 2010 for \$27,815,000
- \$16,820,000 in Bonds issued in March 2011
- \$10,995,000 Remaining Bond Authorization
- Underlying Credit Rating “A” (S&P)
- Insured by Assured Guaranty Municipal Corp. –  
Current S&P Rating: “AA-”

# Historical Secondary Assessed Valuations (\$000s)

<b>5-Year Average:</b>	<b>-18.71%</b>
<b>10-Year Average:</b>	<b>-2.86%</b>



Source: State and County Assessor of the Assessment Roll, Arizona Department of Revenue and the County.

Fiscal Year 2013/14 provided by Assessor of the County.

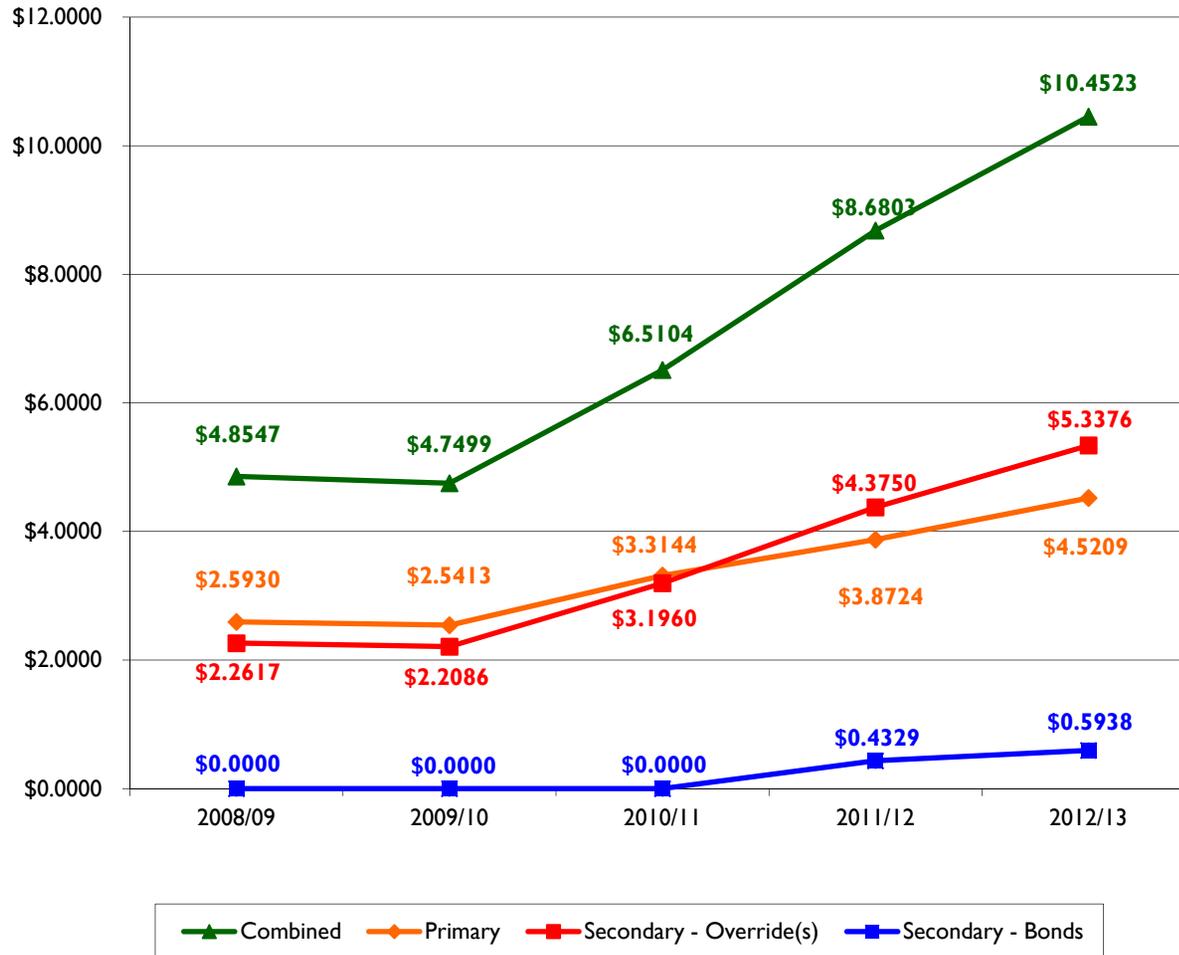
## District Bonding Capacity – Statutory Debt Limitations

### School District Class B Bond Limit

- Elementary School Districts: Greater of 5% of Secondary Assessed Valuation (SAV) or \$1,500 per Student based on last fiscal year

Greater of Test:	2012/13 SAV	2011/12 ADM
	\$215,076,189	17,148
Multiply by:	5%	\$1,500
Calculation Base:	\$10,753,809	\$25,722,000
Less: Outstanding Bonds	(16,820,000)	(16,820,000)
Total:	(6,066,191)	<b>\$8,902,000</b>

# Historical Tax Rates



Five Year Average Tax Rate	
Primary Tax Rate	\$3.3684
Secondary - Override(s)	\$3.4758
Secondary - Bonds	\$0.2053
Combined Tax Rate	\$7.0495

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Foundation and the County.

# Estimated Impact on the Tax Rate with Debt Service and Override

## OPTION 1: Series (C) 2013 Sale 5-year Maturity and Series D (2014) Sale 5-year Maturity

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		Bonds Currently Outstanding		\$8,900,000 School Improvement Bonds Project of 2010 Series B (2013) Bonds Dated: 4/10/13*		\$1,060,000 School Improvement Bonds Project of 2010 Series C (2013) Bonds Dated: 7/15/13*		\$1,035,000 School Improvement Bonds Project of 2010 Series D (2014) Bonds Dated: 7/15/14*		Estimated Combined		M&O 15% Override (MOO)		
Fiscal Year	Combined Valuation (a)(c)	Debt Service	Secondary Bond Tax Rate (b)	Principal	Estimated Interest (d)	Principal	Estimated Interest (e)	Principal	Estimated Interest (f)	Debt Service	Secondary Bond Tax Rate (b)	Levy Amount	Secondary Tax Rate (c)	Total Secondary Tax Rate (c)
2012/13	\$221,486,855	\$1,300,275	\$0.59							\$1,300,275	\$0.59	\$11,480,014	\$5.34	\$5.93
2013/14	198,670,259	1,529,575	0.77	\$0	\$436,100	\$325,000	\$20,376			2,311,051	1.16	11,500,000	5.79	6.95
2014/15	186,644,610	1,538,275	0.82	0	356,000	200,000	14,700	\$175,000	\$29,843	2,313,818	1.24	11,500,000	6.16	7.40
2015/16	184,240,865	1,538,675	0.84	0	356,000	160,000	10,700	200,000	25,800	2,291,175	1.24	11,500,000	6.24	7.49
2016/17	184,137,365	1,527,288	0.83	0	356,000	200,000	7,500	180,000	19,800	2,290,588	1.24	11,500,000	6.25	7.49
2017/18	186,692,471	1,531,288	0.82	0	356,000	175,000	3,500	225,000	14,400	2,305,188	1.23	11,500,000	6.16	7.39
2018/19	189,290,042	1,532,888	0.81	0	356,000			255,000	7,650	2,151,538	1.14	11,500,000	6.08	7.21
2019/20	191,930,634	1,530,038	0.80	265,000	356,000					2,151,038	1.12	11,500,000	5.99	7.11
2020/21	194,614,809	1,533,863	0.79	270,000	345,400					2,149,263	1.10	11,500,000	5.91	7.01
2021/22	197,343,143	1,535,863	0.78	280,000	334,600					2,150,463	1.09	11,500,000	5.83	6.92
2022/23	200,116,219	1,375,313	0.69	450,000	323,400					2,148,713	1.07	11,500,000	5.75	6.82
2023/24	202,934,633	1,371,669	0.68	475,000	305,400					2,152,069	1.06	11,500,000	5.67	6.73
2024/25	205,798,990	1,375,606	0.67	490,000	286,400					2,152,006	1.05	11,500,000	5.59	6.63
2025/26	208,709,905	1,376,588	0.66	510,000	266,800					2,153,388	1.03	11,500,000	5.51	6.54
2026/27	211,668,006	1,374,613	0.65	530,000	246,400					2,151,013	1.02	11,500,000	5.43	6.45
2027/28	214,673,928	1,374,681	0.64	550,000	225,200					2,149,881	1.00	11,500,000	5.36	6.36
2028/29	217,728,322	1,371,525	0.63	575,000	203,200					2,149,725	0.99	11,500,000	5.28	6.27
2029/30	220,831,846	1,375,144	0.62	600,000	180,200					2,155,344	0.98	11,500,000	5.21	6.18
2030/31	223,985,171	0	0.00	2,000,000	156,200					2,156,200	0.96	11,500,000	5.13	6.10
2031/32	227,188,979	0	0.00	1,905,000	76,200					1,981,200	0.87	11,500,000	5.06	5.93
		\$26,093,163		\$8,900,000		\$1,060,000		\$1,035,000						

(a) Fiscal year 2012/13 is actual. Fiscal year 2013/14 assumes -10-55% growth. Fiscal year 2014/15 assumes -5.00% growth, fiscal year 2015/16 assumes 0.00% growth, and subsequent years assume 1.50% growth. The SAV is also adjusted to reflect the following statutory assessment ratio phase downs: in class 1 from 25% in 2005/06 to 20% in 2011/12 and phase down beginning in 2013/14 to 18% in 2016/17; and class 2 from 16% in 2015/16 to 15% in 2016/17. (b) Secondary tax rates are per \$100 of assessed valuation. Subsequent years' projected tax rates are not adjusted for interest earnings, arbitrage rebate or delinquent tax collections (if any). (c) Includes the estimated Salt River Project in-lieu valuation and reduced by 2.00% annually. (d) Interest estimated at 4%. (e) Interest estimated at 2%. (f) Interest estimated at 3%.

## Secondary Tax Rates FY 2011/12, FY 2012/13 & Est. FY 2013/14

	<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14*</u>
District SAV (includes SRP)	<u>\$ 255,530,712</u>	<u>\$221,535,509</u>	<u>\$198,717,940</u>
Average Home Owner Annually Pays (Est.)	\$ 171.26	\$ 197.30	\$ 214.58
Average Commercial Property Annually Pays (Est.)	14,678.38	14,868.79	13,396.29
Total Secondary Tax Rate (a)	\$ 4.8079	\$ 5.9314	\$ 6.9501
Average Home Value	\$ 35,621	\$ 33,264	\$ 30,874
Average Commercial Property Value	\$ 1,526,486	\$ 1,253,397	\$ 988,463
Percent Change Average Home Value		-6.62%	-7.18%
Percent Change Commercial Property Value		-17.89%	-21.14%

\* FY 2013/14 is estimated.

(a) Per \$100 of assessed valuation.

# Next Steps in Preparing for a Financing

Bond Resolution Considered by Governing Board

- Wednesday, March 6, 2013

Preliminary Official Statement (POS) Published

- Thursday, March 7, 2013

Pre-pricing Call

- Week of March 11<sup>th</sup> or March 18<sup>th</sup>

Post-pricing Call

- Late morning day after Pre-Pricing Call

Bond Purchase Agreement Signed

- Afternoon/Evening on day of Post-Pricing Call

Bond Issue Closes (Funds Available)

- Week of April 8<sup>th</sup>

March 2013						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2013						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## Disclaimer

Pursuant to revised Municipal Securities Rulemaking Board (“MSRB”) Rule G-23 (the “Rule”), in connection with new issues for which the time of formal award occurs after November 27, 2011, a broker, dealer, or municipal securities dealer (“dealer”) is prohibited from acting as a Financial Advisor or Municipal Advisor, as defined in Section 15B of the Exchange Act of 1934 (as amended), to an issuer for a particular issue sold on a negotiated or competitive bid basis and subsequently switching roles to act as underwriter or placement agent with respect to the same issue.

In compliance with the rules set forth by the MSRB, Stifel, Nicolaus & Company, Inc. (“Stifel”) is acting as an underwriter or placement agent and not a Financial Advisor or Municipal Advisor in connection with all services proposed and/or provided. MSRB Notice 2011-29 (the “Notice”) defines “underwritings” as (i) the acquisition of all or any portion of an issue, directly or indirectly, from the issuer as principal, either alone or as a participant in a syndicate or other similar account formed for that purpose and (ii) acting as an agent for the issuer in arranging the placement of an issue. Furthermore, the Rule states that an underwriter may provide advice concerning the structure, timing, terms, and other similar matters related to the issuance of municipal securities if: (i) it clearly identifies itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the issuer with respect to that issue; (ii) the writing makes clear the primary role of an underwriter is to purchase securities in an arm’s-length commercial transaction between the issuer and the underwriter and that the underwriter has financial and other interests that differ from those of the issuer; and (iii) the dealer does not engage in a course of conduct that is inconsistent with an arm’s length relationship with the issuer in connection with such issue of municipal securities. Accordingly, any such services provided by Stifel as they relate to our role as underwriter or placement agent should not be construed as those of a Financial Advisor or Municipal Advisor and such notice, as described above, is hereby provided as set forth in the Rule.



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# Governing Board Work Study Session

## School Improvement Bonds

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Presented by:

**STIFEL**

2013

## Phased Bonding Program

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- Bond authorization lasts for 10 years
- Phased bonding program subject to change throughout program
  - Changes in secondary assessed valuation will directly influence impact on secondary bond tax rate
  - Phased sales allow flexibility to adjust to changing economic conditions, timing of capital improvement projects and prevailing District bond capacity
- Each sale subject to Governing Board approval
- For each bond sale, proceeds must be spent within 3 years from date of sale; bonds may not be amortized longer than 20 years
  - For FF&E Expenditures, bonds may not be amortized longer than 5 years
- Legislation proposed to temporarily increase bonding capacity limits

# Bonding Capacity

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## Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity

2012/13 Arizona Constitutional Debt Limitation (30% of Secondary Assessed Valuation)	\$798,475,472
Less: Class A Bonds Outstanding	(23,415,000)
Less: Class B Bonds Outstanding	<u>(186,900,000)</u>
Unused 30% Constitutional Borrowing Capacity	<u>\$588,160,472</u>

## Statutory Debt Limit and Unused Borrowing Capacity

2012/13 Statutory Limitation on Class B Bonds [Greater of 10% of the secondary assessed value (266,158,490) or \$1,500 per student (90,465,642)]	\$266,158,490
Less: Class B Bonds Outstanding	<u>(186,900,000)</u>
Unused 10% Statutory Class B Borrowing Capacity	<u>\$79,258,490</u>

## Projected Debt Limit (Post 2013 Bonds)

Current Statutory Class B Bonding Capacity	\$79,258,490
Less: Series 2013 Bonds	<u>(46,000,000)</u>
Unused 10% Statutory Class B Borrowing Capacity	<u>\$33,258,490</u>

## Proposed Projects for 2013 Sale

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<b>Project</b>	<b>Estimated Amount</b>
Buses	\$7.5 M
Transportation Yard*	3.0
Student Related Technology Hardware	3.6
Switches for the Wide Area Network	5.6
Wireless Access Points	4.2
Wide Area Network Servers	1.3
Mesa Junior Demolition	4.0
Dobson Replacement Building*	3.0
Renovations	13.8
Total	\$46.0 M

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\* Multi-year projects; amounts shown are first year only.

**SAMPLE WORK**

**Nov. 6, 2012 BOND PROGRAM FOR \$230.000 MILLION SALE**  
**Assumes \$71.700 Million Maximum Amount Available for Technology, FF&E and Computers**  
**SCENARIO 1 - Debt Service Requirements and Projected Impact on the Secondary Tax Rate**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	
Fiscal Year	Combined Valuation (a)(b)	Debt Service	Secondary Bond Tax Rate (c)	Principal	Estimated Interest (d)	Principal	Estimated Interest (e)	Principal	Estimated Interest (f)	Principal	Estimated Interest (g)	Principal	Estimated Interest (g)	Principal	Estimated Interest (g)	Debt Service	Secondary Bond Tax Rate (c)	Debt Service	Secondary Bond Tax Rate (c)	Net Class "B" Bonding Capacity (h)	Net Class "B" Bonding Capacity (i)	
2012/13	\$2,728,370,916	\$38,589,119	\$1.35															\$38,589,119	\$1.35	\$33,258,491	\$299,416,981	
2013/14	2,496,041,275	33,824,094	1.36	\$3,000,000	\$1,667,500											\$4,667,500	\$0.19	38,491,594	1.54	109,099	243,168,197	
2014/15	2,595,014,147	33,500,331	1.29	3,000,000	1,290,000	\$1,500,000	\$1,993,333									7,783,333	0.30	41,283,665	1.59	7,777,286	260,864,573	
2015/16	2,697,964,910	32,404,731	1.20	4,000,000	1,200,000	2,000,000	1,780,000		\$1,657,500							10,637,500	0.39	43,042,231	1.60	18,200,645	281,711,290	
2016/17	2,799,324,089	32,892,919	1.18	2,750,000	1,080,000	3,000,000	1,700,000		1,530,000		\$1,458,333					11,518,333	0.41	44,411,252	1.59	26,557,280	26,557,280	
2017/18	2,934,978,203	33,700,669	1.15	1,950,000	997,500	3,500,000	1,580,000		1,530,000		1,458,333					12,765,833	0.43	46,466,502	1.58	39,645,894	39,645,894	
2018/19	3,020,009,086	37,486,869	1.24	0	939,000	0	1,440,000		1,530,000		1,750,000					8,825,667	0.29	46,312,535	1.53	50,319,721	81,319,721	
2019/20	3,107,651,265	4,971,750	0.16	3,520,000	939,000	6,645,000	1,440,000	\$15,000,000	1,530,000	\$4,000,000	1,750,000				1,700,000	38,274,000	1.23	43,245,750	1.39	94,917,263	125,917,263	
2020/21	3,197,981,871	0	0.00	3,625,000	833,400	6,915,000	1,174,200	4,440,000	855,000	15,000,000	1,550,000				1,700,000	37,842,600	1.18	37,842,600	1.18	137,981,280	168,981,280	
2021/22	3,291,080,374	0	0.00	3,735,000	724,650	7,190,000	897,600	4,640,000	655,200	2,350,000	800,000	\$10,000,000			1,700,000	34,442,450	1.05	34,442,450	1.05	177,384,769	208,384,769	
2022/23	3,387,028,651	0	0.00	3,845,000	612,600	7,475,000	610,000	4,850,000	446,400	2,470,000	682,500	4,525,000			1,700,000	31,466,500	0.93	31,466,500	0.93	215,005,962	246,005,962	
2023/24	3,485,911,059	0	0.00	3,960,000	497,250	7,775,000	311,000	5,070,000	228,150	2,595,000	559,000	4,750,000			1,550,000	28,319,150	0.81	28,319,150	0.81	275,318,341	306,318,341	
2024/25	3,587,814,508	0	0.00	4,080,000	378,450	0	0	0	0	2,725,000	429,250	4,990,000			1,550,000	17,123,950	0.48	17,123,950	0.48	299,595,641	330,595,641	
2025/26	3,692,828,538	0	0.00	4,205,000	256,050	0	0	0	0	2,860,000	293,000	5,235,000			1,440,750	17,116,550	0.46	17,116,550	0.46	324,791,860	355,791,860	
2026/27	3,801,045,397	0	0.00	4,330,000	129,900	0	0	0	0	3,000,000	150,000	5,500,000			1,326,250	17,116,150	0.45	17,116,150	0.45	350,951,266	381,951,266	
2027/28	3,912,560,122	0	0.00	0	0	0	0	0	0	0	0	0			2,525,000	1,206,000	0.10	3,731,000	0.10	364,728,404	395,728,404	
2028/29	4,027,470,622	0	0.00	0	0	0	0	0	0	0	0	0			2,650,000	1,079,750	0.09	3,729,750	0.09	378,968,106	409,968,106	
2029/30	4,145,877,763	0	0.00	0	0	0	0	0	0	0	0	0			2,785,000	947,250	0.09	3,732,250	0.09	393,690,499	424,690,499	
2030/31	4,267,885,457	0	0.00	0	0	0	0	0	0	0	0	0			2,925,000	808,000	0.09	3,733,000	0.09	408,911,014	439,911,014	
2031/32	4,393,600,755	0	0.00	0	0	0	0	0	0	0	0	0			3,070,000	661,750	0.08	3,731,750	0.08	424,645,395	455,645,395	
2032/33	4,523,133,937	0	0.00	0	0	0	0	0	0	0	0	0			3,225,000	508,250	0.08	3,733,250	0.08	440,914,707	471,914,707	
2033/34	4,656,598,612	0	0.00	0	0	0	0	0	0	0	0	0			3,385,000	347,000	0.08	3,732,000	0.08	457,735,348	488,735,348	
2034/35	4,794,111,813	0	0.00	0	0	0	0	0	0	0	0	0			3,555,000	177,750	0.08	3,732,750	0.08	475,129,058	506,129,058	
		\$247,370,481		\$46,000,000		\$46,000,000		\$34,000,000		\$35,000,000		\$35,000,000		\$34,000,000		\$307,755,267						
	\$71,700,000			\$14,700,000		\$10,000,000		\$15,000,000		\$19,000,000		\$10,000,000		\$3,000,000				Average:	\$0.4229			

\* Assumes 100% of tax collections are available to make the 7/1 principal payment, thereby regaining 100% capacity for a June sale.

- (a) Fiscal year 2012/13 is actual. Fiscal year 2013/14 is preliminary, provided by the Assessor of the County and assumes -8.68% change. Fiscal years 2014/15 through and including 2017/18 assumes 5.00% growth; and subsequent years assume 3.00% growth. The SAV is also adjusted to reflect the following statutory assessment ratio phase downs: in class 1 from 25% in 2005/06 to 20% in 2011/12 and phase down beginning in 2013/14 to 18% in 2016/17; and class 2 from 16% in 2015/16 to 15% in 2016/17.
- (b) 2012/13 includes the estimated Salt River Project in-lieu valuation. Fiscal Years 2013/14 and thereafter include the Salt River Project in-lieu valuation reduced by 2.00% annually.
- (c) Secondary tax rates are per \$100 of assessed valuation. Subsequent years' projected tax rates are not adjusted for interest earnings, arbitrage rebate or delinquent tax collections (if any).
- (d) Interest is estimated at 3.00% for the Bonds.
- (e) Interest is estimated at 4.00% for the Bonds.
- (f) Interest is estimated at 4.50% for the Bonds.
- (g) Interest is estimated at 5.00% for the Bonds.
- (h) Capacity is calculated using the following assumptions: Fiscal year 2012/13 is actual. Fiscal year 2013/14 is preliminary, provided by the Assessor of the County and assumes -8.68% change. Fiscal years 2014/15 through and including 2017/18 assumes 5.00% growth; and subsequent years assume 3.00% growth. The SAV is also adjusted to reflect the following statutory assessment ratio phase downs: in class 1 from 25% in 2005/06 to 20% in 2011/12 and phase down beginning in 2013/14 to 18% in 2016/17; and class 2 from 16% in 2015/16 to 15% in 2016/17.
- (i) Capacity based on proposed legislation which would increase limitations on bonded indebtedness to 10% for ESD and UHSDs and 20% for USDs for bonds already approved until July 1, 2016.

Nov. 6, 2012 Authorization	\$230,000,000
Already Issued	\$0
Series A (2013)*	46,000,000
Series B (2014)*	46,000,000
Series C (2015)*	34,000,000
Series D (2016)*	35,000,000
Series E (2017)*	35,000,000
Series F (2018)*	34,000,000
	<b>\$230,000,000</b>
<b>Authorization expires November 6, 2022</b>	
* Estimated future issue(s), subject to change.	

**Note: The information in this analysis is not intended to be used as the primary basis for determining a district's bonding capacity, tax rate or ability to sell bonds. This analysis is based on assumptions provided by sources considered to be reliable, including the district, but is not guaranteed as to accuracy and does not purport to be complete. Any information expressed in this analysis is subject to change.**

**SAMPLE WORK**

**Nov. 6, 2012 BOND PROGRAM FOR \$230.000 MILLION SALE**  
**Assumes \$61.900 Million Maximum Amount Available for Technology, FF&E and Computers**  
**SCENARIO 2 - Debt Service Requirements and Projected Impact on the Secondary Tax Rate**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
Fiscal Year	Combined Valuation (a)(b)	Debt Service	Secondary Bond Tax Rate (c)	Principal	Estimated Interest (d)	Principal	Estimated Interest (e)	Principal	Estimated Interest (f)	Principal	Estimated Interest (g)	Principal	Estimated Interest (g)	Principal	Estimated Interest (g)	Debt Service	Secondary Bond Tax Rate (c)	Debt Service	Secondary Bond Tax Rate (c)	Net Class "B" Bonding Capacity (h)	Net Class "B" Bonding Capacity (i)
2012/13	\$2,728,370,916	\$38,589,119	\$1.35															\$38,589,119	\$1.35	\$33,258,491	\$299,416,981
2013/14	2,496,041,275	33,824,094	1.36	\$1,500,000	\$1,667,500											\$3,167,500	\$0.13	36,991,594	1.48	609,099	243,668,197
2014/15	2,595,014,147	33,500,331	1.29	900,000	1,335,000	\$1,500,000	\$1,906,667									5,641,667	0.22	39,141,998	1.51	4,177,286	257,264,573
2015/16	2,697,964,910	32,404,731	1.20	1,700,000	1,308,000	2,000,000	1,700,000									8,463,000	0.31	40,867,731	1.51	14,600,645	278,111,290
2016/17	2,799,324,089	32,892,919	1.18	800,000	1,257,000	3,000,000	1,620,000									9,755,333	0.35	42,648,252	1.52	20,657,280	20,657,280
2017/18	2,934,978,203	33,700,669	1.15	0	1,233,000	3,500,000	1,500,000									11,061,333	0.38	44,762,002	1.53	31,795,894	31,795,894
2018/19	3,020,009,086	37,486,869	1.24	0	1,233,000	0	1,360,000									9,129,667	0.30	46,616,535	1.54	40,519,721	71,519,721
2019/20	3,107,651,265	4,971,750	0.16	4,620,000	1,233,000	6,275,000	1,360,000	\$15,000,000	1,620,000	\$4,000,000	1,750,000				1,700,000	1.26	44,279,750	1.42	85,117,263	116,117,263	
2020/21	3,197,981,871	0	0.00	4,760,000	1,094,400	6,530,000	1,109,000	4,910,000	945,000	15,000,000	1,550,000				1,700,000	1.23	39,348,400	1.23	128,911,280	159,911,280	
2021/22	3,291,080,374	0	0.00	4,905,000	951,600	6,790,000	847,800	5,130,000	724,050	2,350,000	800,000	\$10,000,000	1,750,000		1,700,000	1.09	35,948,450	1.09	169,534,769	200,534,769	
2022/23	3,387,028,651	0	0.00	5,050,000	804,450	7,060,000	576,200	5,360,000	493,200	2,470,000	682,500	4,525,000	1,250,000		1,700,000	0.97	32,971,350	0.97	208,415,962	239,415,962	
2023/24	3,485,911,059	0	0.00	5,200,000	652,950	7,345,000	293,800	5,600,000	252,000	2,595,000	559,000	4,750,000	1,023,750		1,550,000	0.86	29,821,500	0.86	271,368,341	302,368,341	
2024/25	3,587,814,508	0	0.00	5,360,000	496,950		0		0	2,725,000	429,250	4,990,000	786,250	2,185,000	1,550,000	0.52	18,522,450	0.52	296,925,641	327,925,641	
2025/26	3,692,828,538	0	0.00	5,520,000	336,150		0		0	2,860,000	293,000	5,235,000	536,750	2,290,000	1,440,750	0.50	18,511,650	0.50	323,436,860	354,436,860	
2026/27	3,801,045,397	0	0.00	5,685,000	170,550		0		0	3,000,000	150,000	5,500,000	275,000	2,405,000	1,326,250	0.49	18,511,800	0.49	350,951,266	381,951,266	
2027/28	3,912,560,122	0	0.00		0		0		0		0		0	2,525,000	1,206,000	0.10	3,731,000	0.10	364,728,404	395,728,404	
2028/29	4,027,470,622	0	0.00		0		0		0		0		0	2,650,000	1,079,750	0.09	3,729,750	0.09	378,968,106	409,968,106	
2029/30	4,145,877,763	0	0.00		0		0		0		0		0	2,785,000	947,250	0.09	3,732,250	0.09	393,690,499	424,690,499	
2030/31	4,267,885,457	0	0.00		0		0		0		0		0	2,925,000	808,000	0.09	3,733,000	0.09	408,911,014	439,911,014	
2031/32	4,393,600,755	0	0.00		0		0		0		0		0	3,070,000	661,750	0.08	3,731,750	0.08	424,645,395	455,645,395	
2032/33	4,523,133,937	0	0.00	0	0		0		0		0		0	3,225,000	508,250	0.08	3,733,250	0.08	440,914,707	471,914,707	
2033/34	4,656,598,612	0	0.00		0	0	0		0		0		0	3,385,000	347,000	0.08	3,732,000	0.08	457,735,348	488,735,348	
2034/35	4,794,111,813	0	0.00		0		0		0		0		0	3,555,000	177,750	0.08	3,732,750	0.08	475,129,058	506,129,058	
		\$247,370,481		\$46,000,000		\$44,000,000		\$36,000,000		\$35,000,000		\$35,000,000		\$34,000,000		\$310,017,850					
	\$61,900,000 = Technology, F,F&E, Computers			\$4,900,000		\$10,000,000		\$15,000,000		\$19,000,000		\$10,000,000		\$3,000,000		Average: \$0.4226					

\* Assumes 100% of tax collections are available to make the 7/1 principal payment, thereby regaining 100% capacity for a June sale.

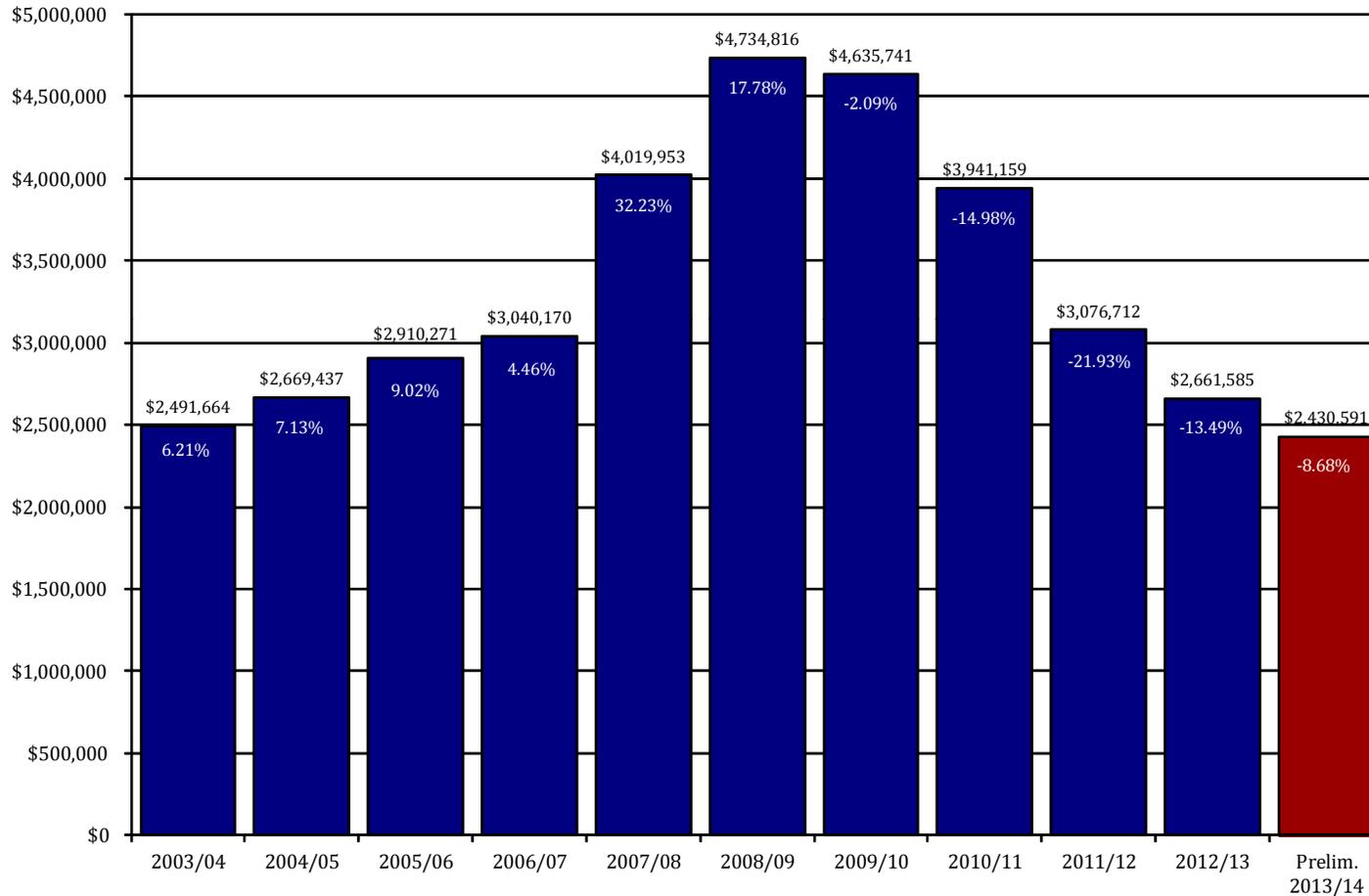
- (a) Fiscal year 2012/13 is actual. Fiscal year 2013/14 is preliminary, provided by the Assessor of the County and assumes -8.68% change. Fiscal years 2014/15 through and including 2017/18 assumes 5.00% growth; and subsequent years assume 3.00% growth. The SAV is also adjusted to reflect the following statutory assessment ratio phase downs: in class 1 from 25% in 2005/06 to 20% in 2011/12 and phase down beginning in 2013/14 to 18% in 2016/17; and class 2 from 16% in 2015/16 to 15% in 2016/17.
- (b) 2012/13 includes the estimated Salt River Project in-lieu valuation. Fiscal Years 2013/14 and thereafter include the Salt River Project in-lieu valuation reduced by 2.00% annually.
- (c) Secondary tax rates are per \$100 of assessed valuation. Subsequent years' projected tax rates are not adjusted for interest earnings, arbitrage rebate or delinquent tax collections (if any).
- (d) Interest is estimated at 3.00% for the Bonds.
- (e) Interest is estimated at 4.00% for the Bonds.
- (f) Interest is estimated at 4.50% for the Bonds.
- (g) Interest is estimated at 5.00% for the Bonds.
- (h) Capacity is calculated using the following assumptions: Fiscal year 2012/13 is actual. Fiscal year 2013/14 is preliminary, provided by the Assessor of the County and assumes -8.68% change. Fiscal years 2014/15 through and including 2017/18 assumes 5.00% growth; and subsequent years assume 3.00% growth. The SAV is also adjusted to reflect the following statutory assessment ratio phase downs: in class 1 from 25% in 2005/06 to 20% in 2011/12 and phase down beginning in 2013/14 to 18% in 2016/17; and class 2 from 16% in 2015/16 to 15% in 2016/17.
- (i) Capacity based on proposed legislation which would increase limitations on bonded indebtedness to 10% for ESD and UHSDs and 20% for USDs for bonds already approved until July 1, 2016.

Nov. 6, 2012 Authorization		\$230,000,000
Already Issued		\$0
Series A (2013)*		46,000,000
Series B (2014)*		44,000,000
Series C (2015)*		36,000,000
Series D (2016)*		35,000,000
Series E (2017)*		35,000,000
Series F (2018)*		34,000,000
		<b>\$230,000,000</b>
Authorization expires November 6, 2022		
* Estimated future issue(s), subject to change.		

**Note: The information in this analysis is not intended to be used as the primary basis for determining a district's bonding capacity, tax rate or ability to sell bonds. This analysis is based on assumptions provided by sources considered to be reliable, including the district, but is not guaranteed as to accuracy and does not purport to be complete. Any information expressed in this analysis is subject to change.**

# Historical and Projected Secondary AV

	Actual	w/2013/14
5-Year Average:	-6.94%	-12.24%
10-Year Average:	2.43%	0.95%



Source: Property Tax Rates and Assessed Values, Arizona Tax Research Association.  
 Preliminary Fiscal Year 2013/14 - Provided by the Assessor of the County and subject to change.

# Estimated Tax Rate Impact – Scenario 1 (\$71.7M for FF&E)

**ESTIMATED AVERAGE ANNUAL TAX RATE PER \$100 OF SECONDARY ASSESSED VALUATION: \$0.4229**

**OWNER OCCUPIED RESIDENTIAL PROPERTY  
(Assessed at 10.0% of full cash value)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$105,733</b> (c) 100,000	<b>\$10,573</b> (c) 10,000	<b>\$44.71</b> 42.29	<b>\$3.73</b> 3.52

**COMMERCIAL AND INDUSTRIAL PROPERTY  
(Assessed at 19.5% of full cash value) (e)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$635,881</b> (c) 1,000,000	<b>\$123,997</b> (c) 200,000	<b>\$524.38</b> 845.80	<b>\$43.70</b> 70.48

**AGRICULTURAL AND VACANT PROPERTY  
(Assessed at 16.0% of full cash value) (f)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$56,528</b> (c) 100,000	<b>\$9,044</b> (c) 16,000	<b>\$38.25</b> 67.66	<b>\$3.19</b> 5.64

# Estimated Tax Rate Impact – Scenario 2 (\$61.9M for FF&E)

**ESTIMATED AVERAGE ANNUAL TAX RATE PER \$100 OF SECONDARY ASSESSED VALUATION: \$0.4226**

**OWNER OCCUPIED RESIDENTIAL PROPERTY  
(Assessed at 10.0% of full cash value)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$105,733</b> (c) 100,000	<b>\$10,573</b> (c) 10,000	<b>\$44.68</b> 42.26	<b>\$3.72</b> 3.52

**COMMERCIAL AND INDUSTRIAL PROPERTY  
(Assessed at 19.5% of full cash value) (e)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$635,881</b> (c) 1,000,000	<b>\$123,997</b> (c) 200,000	<b>\$524.01</b> 845.20	<b>\$43.67</b> 70.43

**AGRICULTURAL AND VACANT PROPERTY  
(Assessed at 16.0% of full cash value) (f)**

<u>Assessor's Full Cash Value (a)</u>	<u>Secondary Assessed Value</u>	<u>Estimated Annual Cost (b)</u>	<u>Estimated Monthly Cost (b)</u>
<b>\$56,528</b> (c) 100,000	<b>\$9,044</b> (c) 16,000	<b>\$38.22</b> 67.62	<b>\$3.19</b> 5.64

# Estimated Tax Rate Impact Schedule Footnotes

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- (a) Assessor's full cash value is the value of your property as it appears on your tax bill and does not necessarily represent the market value.
- (b) Cost based on the average projected tax rate over the life of the bond issues and a number of other financing assumptions which are subject to change.
- (c) Estimated average value of owner - occupied residential properties, commercial and industrial properties, or agricultural and vacant properties, as applicable, within the District as provided by the Arizona Department of Revenue.
- (d) Assumes the assessed valuation of the property grows or declines at half the rate of the total assessed value shown on the projected debt service schedule.
- (e) Assessment ratio will phase down to 19.5% in 2013-2014 and will be further reduced one-half of one percent for each year to 18% for 2016-2017 and thereafter.
- (f) Assessment ratio will be reduced to 15% in 2016-2017 and thereafter.

***Note: The information in this analysis is not intended to be used as the primary basis for determining a district's bonding capacity, tax rate or ability to sell bonds. This analysis is based on assumptions provided by sources considered to be reliable, including the district, but is not guaranteed as to accuracy and does not purport to be complete. Any information expressed in this analysis is subject to change.***

# Natural AAA Municipal Market Data Yields

Natural AAA Municipal Market Data Yields  
Daily over 3-Year Period Ending 02/25/13

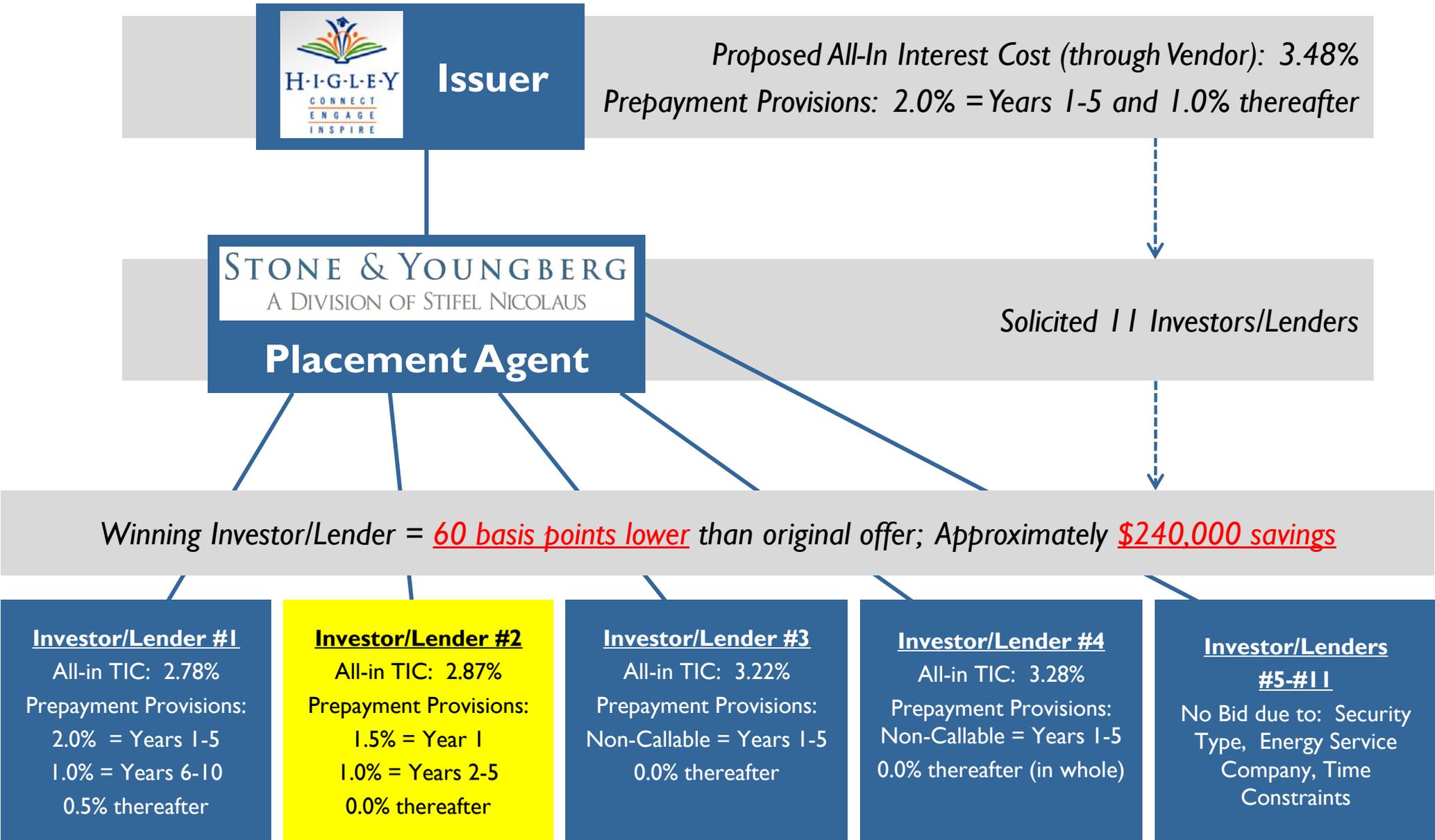


Source: Municipal Market Data and Bloomberg.

## **Additional Information**

This material contains proposed terms and conditions that are indicative and for discussion purposes only. Finalized terms and conditions are subject to further discussion and negotiation and Stifel, Nicolaus & Company, Incorporated, dba Stone & Youngberg, a Division of Stifel Nicolaus (“Stifel”) does not guarantee that all financing options will be available at the time of the contemplated transaction. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and we do not undertake to update the recipient of this presentation of changes that may occur in the future. Stone & Youngberg does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel.

# Why Consider a Placement Agent?



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**APPENDIX B**

**EXAMPLES OF NO-COST VALUE-ADDED SERVICES**

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## 2013 LEGISLATIVE UPDATE NO. 5

**In this Issue:**

- ✓ FY 2014 Budget, p. 1-2
- ✓ 2013 Active Bills, p. 3
- ✓ 2013 Dead Bills, p. 4-7

This bulletin is the fifth of a series of reports on the 2013 Legislative Session pertaining to school capital finance, school facilities, and school district property taxes. Each new report in the series will supersede the previous report.

### **FY 2014 BUDGET PROPOSALS**

The Joint Legislative Budget Committee (JLBC) has not presented budget recommendations for FY 2014. Instead, the JLBC staff has made certain assumptions in developing a baseline budget for FY 2014 which assumes that almost all previous funding cuts and formula suspensions are permanent. Governor Brewer's FY 2014 budget for school capital expenditures is summarized below along with the JLBC baseline assumptions. (Note: both budgets were prepared before the recent court ruling on K-12 inflation funding. If that cost of \$82 to \$87 million were added to the budget, other recommendations would probably change.)

<b>Program</b>	<b>JLBC Baseline Assumptions</b>	<b>Governor's Proposal</b>
CORL and Soft Capital	<ul style="list-style-type: none"> <li>• Continue the \$80,864,800* CORL reduction from FY 2013.</li> <li>• Continue the \$158,120,700* reduction in Soft Capital from FY 2013.</li> <li>• Continue to limit soft capital and CORL reductions for districts with less than 1100 student count to \$5 million.</li> </ul>	<ul style="list-style-type: none"> <li>• Consolidate CORL and Soft Capital into one allocation titled "Additional Assistance," with same provisions as current CORL and funding level equal to FY 2013 (reduction of \$238,985,500* from current formula amounts).</li> <li>• One-time \$40 million (\$37.70 per pupil) for common core implementation.</li> </ul>
Technology		\$20 million to SFB for needs assessment and grants to schools for technology required for Common Core testing.
State Aid Rollover	Continue rollover at current level (roll \$952,627,700 of FY 2014 state aid into FY 2015).	Continue rollover at current level (roll \$952,627,700 of FY 2014 state aid into FY 2015).
Class B Bonds	Require school districts to annually report the following for the current fiscal year: the amount of outstanding bond principal, statutory bonding capacity, annual bond debt service, and a summary of the projects which were funded with bond proceeds.	Increase statutory bond limits to 10% of SAV (elementary and high school) and 20% (unified) to compensate for loss of state funding.
Overrides	Require ADE to report by November 30 each year the amount budgeted for school district budget overrides by district and type of override for the current fiscal year.	

\*These reductions are state aid amounts – total reduction is greater when cuts to non-state aid districts are added.

**FY 2014 BUDGET PROPOSALS, CONT.**

Program	JLBC Baseline Assumptions	Governor's Proposal
Building Renewal / Preventative Maintenance	Continue to suspend the building renewal formula and continue \$2.7 million appropriation for building renewal grants. (Formula amount would be \$260,009,700.)	Repeal the building renewal formula and transition to a new maintenance accountability program to begin in 3 years, which would provide grants based on a replacement schedule and a detailed data base of all major school systems. \$25 million (one-time non-lapsing appropriation) of which \$23.3 million is for building renewal grants during the transition period and \$1.7 million is for SFB staff and an online preventive maintenance system.
New School Facilities	Continue moratorium on new construction projects. (Note: to fund projects in districts that will be over capacity before or in FY 2014 would cost \$22.3 million.)	<ul style="list-style-type: none"> <li>• \$3,835,700 for new construction.</li> <li>• Reduce eligibility for state funding for new schools by requiring districts to be over capacity before receiving funding to begin new construction.</li> <li>• Replace SFB funding for accommodation schools with the charter school funding formula.</li> <li>• Allow the SFB to refund lease-to-own transactions.</li> </ul>
State Equalization Tax Rate (Legislation not required)	Increase the SETR from \$0.4717 to \$0.5123 as required by Truth in Taxation, based on 8.5 % decrease in primary assessed valuation (PAV) of existing property, mitigated by Prop. 301 rate cap of \$0.5123. Tax rate increase = \$0.0406 or 8.6%. Without Prop. 301 cap, the SETR would have been \$0.5154. (Note: total statewide PAV decrease is only 6.7% due to 1.8% increase in new property.)	5.1% decline in primary assessed valuation (7.6 % decrease in existing property offset by 2.5% increase in new property.) Rate not mentioned.
Qualifying Tax Rate (Legislation not required)	Increase the QTR from \$3.9170 to \$4.2530 (\$2.1265 for P-8 and 9-12 districts) as required by Truth in Taxation and Prop. 301, as described above. Tax rate increase = \$0.3360 or 8.6%. Without Prop. 301 cap, the QTR would have been \$4.2796.	Assumptions above. Rate not mentioned.
Additional State Aid (Homeowner's Rebate)	DOR is required to increase the homeowner's rebate percentage from the current 40% to offset the additional Class 1 assessment ratio reduction. The estimated amount is \$15.6 million but the % has not yet been calculated. (It might be about 42%)	

### 2013 REGULAR SESSION BILLS - ACTIVE

The following table lists all the 2013 Regular Session bills identified to date that address school capital finance, school facilities and school district property taxes, with the current status. Enacted bills have been shaded. Bills that have failed, changed subject, or did not receive the assigned committee hearings by the deadline have been moved to a separate table on p. 4. The brief descriptions are intended to alert readers to the topic of the bill and do not fully describe its contents. Abbreviations are explained at the end of the tables. You can print copies of bills, amendments, and bill summaries at the Legislature's website ([www.azleg.state.az.us](http://www.azleg.state.az.us)).

Bill No.	Topic	Content	Status 4/15/13
HB 2156	Elections	As amended, revises the law on using public school resources to influence an election, including increasing the fine for violations from \$500 to \$5,000.	Signed 4/11
HB 2202	Leases	Extends from 5 to 10 years the length of lease agreements that school boards may enter into without voter approval, and repeals the prohibition against calling for a capital outlay override while a district is expending proceeds from the lease of school property.	Signed 4/11
HB2237	Bond Limits Overrides	As amended, repeals the ineffective 2011 law that increased bond limits for school districts and continues, for overrides approved before January 1, 2014, the use of the previous kindergarten weight in the calculation of the RCL for FY 2014, then phases it out over the next two years.	Passed H 2/20; passed S COW 4/8 w/am
HB 2347	Bond Tax Levy	Limits the bond tax levy to amounts needed to pay annual principal and interest, plus a delinquency amount and amounts needed to correct prior year levy errors and for fees and expenses.	Passed H 2/20; passed S COW 3/25 w/am
HB 2427	Unification & Consolidation	Makes technical corrections to the process for consolidation and unification.	Signed; Chap. 10
HB 2581	Overrides	As amended, for overrides approved before January 1, 2014, continues the use of the previous kindergarten weight in the calculation of the RCL for FY 2014, then phases it out over the next two years.	Passed H 3/4; passed S ED 3/21 w/am; not heard S Ap
SB 1169	Property Values	Conforms statutes to Prop. 117, which eliminated primary and secondary property values and replaced them with a single taxable property value.	Signed; Chap. 66
SB 1231	Construction Contracts	Prescribes restrictions for indemnity agreements in construction and design professional services contracts with public bodies.	Passed S 2/18; passed H Gov 3/19 w/am

### 2013 REGULAR SESSION BILLS INACTIVE OR SUBJECT CHANGED

The following table lists 2013 Regular Session bills identified to date that address school capital finance, school facilities and school district property taxes, and are not still active or no longer include these subjects. If the Status column is blank, the bill was not placed on the agenda for a committee hearing.

Bill No.	Topic	Content	Status
HB 2112	Construction Procurement	Changes the procedures for selecting professional or construction services based on qualifications by replacing the requirement to negotiate in order of qualifications and terminate the negotiation with one firm before moving on to the next qualified firm with the requirement to simultaneous negotiate with the three highest qualified firms and to suspend rather than terminate negotiations before moving on to other firms on the final list. Authorizes recommencing of suspended negotiations.	
HB 2192	Meeting agendas	Requires the agendas for school district governing board meetings to be available at least three days before the meeting, except in case of emergency.	
HB 2285	State Spending	Requires the calculation of "Truth in Spending" estimates by adjusting current year State general fund appropriations by the changes in population and inflation and requires public notice and a special hearing if the legislature proposes to exceed that amount.	Passed H FFR 2/5 w/am; passed H Ap 2/13
HB 2349	State Aid Property Taxes	For fiscal years 2014-2017, reduces state aid by a portion of the prior year ending balance in the M&O, capital outlay and soft capital funds. For FY 2018, reduces state aid by the prior year ending balance in the M&O fund. Requires additional state aid to be used to reduce property taxes (instead of being used to offset the loss of property tax revenue) and creates a new property tax reduction formula for classes two through nine for fiscal years 2014-2018.	
HB 2399	Bond Limits	Increases the statutory limit on school district bond indebtedness from 10% to 20% of secondary assessed valuation (SAV) (unified district) and from 5% to 10% (elementary or high school district), and specifies that until 7/1/16 the higher limits apply to bonds already approved.	Held H Ed 2/11
HB 2495	Utility Refunds	Requires school districts to apply 50% of net prior year utility expenditure refunds or rebates for corresponding expenditures in the current fiscal year.	Held H Ed 2/4
HB 2511	Energy Incentives	Prohibits the state and political subdivisions from accepting incentives or subsidies from a public utility for installation or use of solar or wind energy devices.	
HB 2605	Energy Conservation	By 7/1/18, requires school districts to purchase at least 10% of their energy requirements from "green" sources such as solar, wind, landfill gas and low-impact hydroelectric generation.	

Bill No.	Topic	Content	Status
HB 2606	Energy Conservation	<ul style="list-style-type: none"> <li>• By 12/31/14, requires school districts to adopt a green cleaning policy and purchase and use environmentally sensitive cleaning products, unless it would increase their cleaning costs.</li> <li>• By 7/1/18, requires school districts to purchase at least 10% of their energy requirements from “green” sources such as solar, wind, landfill gas and low-impact hydroelectric generation.</li> <li>• Establishes a loan program for energy and water conservation projects.</li> <li>• Establishes a green public schools task force to make recommendations for a model green cleaning policy and a system to ensure that existing schools are retrofitted and new schools are constructed to promote energy efficiency and sustainability.</li> </ul>	
HB 2620	Soft Capital	Appropriates \$50 million to ADE for soft capital grants to school districts to implement common core standards. Grant amounts would be based on the percentage of students qualifying for free or reduced-price lunches.	
HCR 2011	Property Taxes	Proposed constitutional amendment modifying the threshold under which the legislature may exempt from taxation personal property used for agricultural, trade or business purposes. The current exemption threshold is a full cash value of \$50,000 annually adjusted for inflation. The proposed threshold is the annual earnings of 50 workers in the State (approximately \$2.4 million), to apply to property acquired during or after tax year 2015.	Passed H 3/11
HCR 2017	Initiatives and Referendums	Proposed constitutional amendment requiring initiatives and referendums to be re-authorized every eight years, and, beginning in 2016, requiring new initiatives and referendums to specifically provide that they are subject to the voter protection act of 1988 in order to be covered by that act.	
HCR 2021	State Expenditure Limit	Proposed constitutional amendment replacing the current state appropriations limit (based on a percent of state total personal income) with a new state “stabilized appropriation limit” based on FY 2013 general fund expenditures adjusted for population growth and inflation.	Passed H FFR 2/19
HCR 2033	Initiatives and Referendums	Proposed constitutional amendment requiring initiatives and referendums that require the expenditure of state monies to be re-authorized every eight years. Applies retroactively to previous ballot measures.	Passed H FFR 2/19
SB 1013	Energy Conservation	By 7/1/18, requires school districts (and other public bodies) to purchase at least 10% of their energy requirements from “green” sources such as solar, wind, landfill gas and low-impact hydroelectric generation.	
SB 1019	Energy Conservation	Establishes a green public schools task force to make recommendations for a model green cleaning policy and a system to ensure that existing schools are retrofitted and new schools are constructed to promote energy efficiency and sustainability.	

Bill No.	Topic	Content	Status
SB 1020	Energy Conservation	<ul style="list-style-type: none"> <li>• By 12/31/14, requires school districts to adopt a green cleaning policy and purchase and use environmentally sensitive cleaning products, unless it would increase their cleaning costs.</li> <li>• By 7/1/18, requires school districts (and other public bodies) to purchase at least 10% of their energy requirements from</li> <li>• “green” sources such as solar, wind, landfill gas and low-impact hydroelectric generation.</li> <li>• Establishes a loan program for energy and water conservation projects.</li> <li>• Establishes a green public schools task force to make recommendations for a model green cleaning policy and a system to ensure that existing schools are retrofitted and new schools are constructed to promote energy efficiency and sustainability.</li> </ul>	
SB 1271	Solar Grants	<p>Creates a tax on the delivery of electricity for consumption to fund the following grant programs:</p> <ul style="list-style-type: none"> <li>• State solar grants for solar education programs in schools that use solar technology</li> <li>• Solar school grants for the installation of solar technology in schools</li> </ul> <p>Requires school districts to prescribe and enforce policies and procedures to install solar technology and deposit revenues from net metering in the solar school fund, which may be transferred to M&amp;O when all schools in all school districts have converted to solar technology.</p>	
SB 1276	All-Mail Elections	Allows officers in charge of elections to conduct an election by mail if 350 or fewer registered voters in a precinct are not on the permanent early voting list.	Passed S Jud 2/18; passed S El 2/19 w/am
SB 1299	Property and Income Taxes	<p>Suspends the reduction of Class 1 assessment ratios and increases income taxes on corporations and capital gains until one of the following occur:</p> <ul style="list-style-type: none"> <li>• The state general fund per pupil expenditures are at least equal to the US median state general fund per pupil expenditures</li> <li>• At least 94% of 3<sup>rd</sup> grade students are reading at the 3<sup>rd</sup> grade reading level or higher</li> <li>• The high school graduation rate is at least 93%</li> </ul>	
SB 1328	Technology	Requires the SFB to complete a technology needs assessment and appropriates \$42 million to the SFB to provide grants to school districts and charter schools in order to meet the goal of a 5:1 ratio of pupils to computers and to improve internet and broadband connectivity.	
SB 1339	Overrides	Changes “override” to “budget request,” removes “budget increase” and “budget override continuation” from the required ballot language for budget requests,	

Bill No.	Topic	Content	Status
SB 1352	School leases	Eliminates requirements for voter approval for up to twenty leases of school buildings or sites to or from a qualified nonprofit corporation.	Passed S Ed 2/14 w/am
SB 1402	Bond and Override Elections	<ul style="list-style-type: none"> <li>• Authorizes bond and override elections to be held on any date</li> <li>• Changes “override” to “budget request”</li> <li>• Changes “budget increase” to “budget request”</li> <li>• Increases the length of capital budget requests from 7 to 10 years</li> </ul>	
SB 1434	Technology	Establishes a smart school technology program for the development of whole-school technology deployment plans in selected schools.	

**Abbreviations:**

- |   |  |
|---|--|
| Ap = Appropriations Committee   | Gov = Government Committee, Government and Environment Committee or Governor |
| Com = Commerce Committee (H) or Commerce, Energy and Military Committee (S) | H = House  |
| COW= Committee of the Whole   | Ed = Education Committee   |
| EENR =Energy, Environment and Natural Resources Committee                   | Jud = Judiciary Committee  |
| El = Elections Committee  | S = Senate   |
| Fin = Finance Committee   | SE = Strike everything amendment   |
| FFR= Federalism and Fiscal Responsibility Committee                         | w/am = with amendment  |
|   | W&M= Ways and Means Committee  |

**ABOUT THIS BULLETIN**

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# August and November 2012 Election Results

**Arizona Ballot Issues and Propositions**  
*for the State, School Districts, Cities and Towns,  
Counties and Special Districts*  
**Final Unofficial Election Results**

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**SUMMARY OF AUGUST AND NOVEMBER 2012 BALLOT MEASURES**

<b>STATE PROPOSITIONS</b>					
<b>Prop #</b>	<b>Jurisdiction</b>	<b>Election Date</b>	<b>Descriptive Title</b>	<b>Pass or Fail</b>	<b>Yes %</b>
<b>STATE OF ARIZONA</b>					
114	State of Arizona	11/6/12	Constitutional amendment prohibiting the enactment of laws subjecting crime victims to damage claims by persons harmed while attempting to engage in felony conduct.	Pass	80.0%
115	State of Arizona	11/6/12	Constitutional amendment relating to the Judicial Branch: altering judicial terms; extending the mandatory retirement age to 75; modifying the composition of judicial nominating commissions and the required number of nominees submitted; requiring the Supreme Court to make judicial opinions and orders electronically available (unless sealed); and authorizing a legislative committee to take testimony from judges up for retention.	Fail	27.3%
116	State of Arizona	11/6/12	Constitutional amendment increasing the authorized personal property tax exemption for equipment and machinery used in agriculture, trade or business to an amount equal to the annual earnings of 50 workers (approximately \$2.4 million). The current exemption amount is \$50,000, annually adjusted for inflation (approximately \$68,000).	Fail	43.7%
117	State of Arizona	11/6/12	Constitutional amendment capping the annual increase in the value of each parcel of locally assessed real property to five percent, for both primary and secondary property tax purposes.	Pass	56.95%
118	State of Arizona	11/6/12	Constitutional amendment modifying the annual distribution of monies from the State Permanent Funds for fiscal years 2013 through 2021. The current distribution is based on the inflation adjusted annual rate of return. The amended formula is 2.5 percent of average monthly market values for the preceding five years.	Pass	50.6%
119	State of Arizona	11/6/12	Constitutional amendment allowing the exchange of state trust lands for other public lands, subject to voter approval, for the purpose of protecting military facilities from encroaching development or to improve the management of state lands.	Pass	62.0%
120	State of Arizona	11/6/12	Constitutional amendment declaring the State's sovereign and exclusive authority over all natural resources within the State's boundaries, except Indian reservations.	Fail	32.2%
121	State of Arizona	11/6/12	Constitutional amendment replacing the party primary system with an open top-two primary election. Does not apply to election of the United States President.	Fail	32.9%
204	State of Arizona	11/6/12	Permanently increases the State excise tax rate by one percent. Monies collected are specified for education, transportation, infrastructure projects and human services programs. Also, specifies annual school finance formula required increases and minimum funding thresholds, and prohibits tax base adjustments that reduce collections.	Fail	35.5%

## SCHOOL DISTRICT BOND AND OVERRIDE QUESTIONS

Jurisdiction	Election Date	Descriptive Title	Bond or Annual Override Amount	Pass or Fail	Yes %
Agua Fria Union No. 216	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$5,046,000	Fail	44.4%
Alhambra Elementary No. 68	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$8,977,084	Pass	59.3%
Altar Valley Elementary No. 51	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$443,541	Fail	37.5%
Avondale Elementary No. 44	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$3,750,000	Pass	51.6%
Avondale Elementary No. 44	11/6/12	Authorizes seven year capital outlay budget override for school and administrative technology upgrades; school furniture and equipment; and school construction and renovations.	\$2,500,000	Fail	46.7%
Bagdad Unified No. 20	11/6/12	Authorizes seven year 15% K-8 maintenance and operation budget override beginning FY 2013-2014.	\$208,220	Pass	58.8%
Bagdad Unified No. 20	11/6/12	Authorizes five year 9-12 small school maintenance and operation budget override beginning FY 2013-2014.	\$406,366	Pass	56.1%
Balsz Elementary No. 31	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$1,897,200	Pass	51.5%
Benson Unified No. 9	11/6/12	Authorizes seven year 13% maintenance and operation budget override beginning FY 2013-2014.	\$705,005	Pass	50.3%
Bisbee Unified No. 2	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$424,968	Pass	54.4%
Camp Verde Unified No. 28	11/6/12	Authorizes five year 5% maintenance and operation budget override beginning FY 2013-2014.	\$333,879	Fail	38.9%
Chandler Unified No. 80	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$28,123,422	Fail	46.7%
Coolidge Unified No. 21	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$1,791,443	Fail	40.8%
Deer Valley Unified No. 97	11/6/12	Authorizes seven year capital outlay budget override for technology; textbooks and assessment; school equipment and uniforms; and school and administrative fleet vehicles.	\$7,500,000	Fail	42.7%
Flagstaff Unified No. 1	11/6/12	Authorizes issuance of Class B general obligation bonds for school and administrative renovations and construction; school and administrative furniture and equipment; school and administrative technology upgrades; and pupil transportation vehicles.	\$20,790,000	Pass	61.9%
Florence Unified No. 1	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$6,326,550	Fail	40.8%
Gila Bend Unified No. 24	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$265,000	Pass	58.5%
Gilbert Unified No. 41	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$16,625,000	Fail	44.1%
Higley Unified No. 60	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$4,900,000	Fail	48.4%

## SCHOOL DISTRICT BOND AND OVERRIDE QUESTIONS

Jurisdiction	Election Date	Descriptive Title	Bond or Annual Override Amount	Pass or Fail	Yes %
Higley Unified No. 60	11/6/12	Authorizes seven year capital outlay budget override for athletic equipment and musical instruments; school and administrative technology improvements; school furniture and equipment; building and grounds improvements; and busses.	\$4,900,000	Fail	45.4%
J.O. Combs Unified No. 44	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$2,132,515	Fail	47.9%
Laveen Elementary No. 59	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$4,086,783	Pass	53.9%
Laveen Elementary No. 59	11/6/12	Authorizes seven year capital outlay budget override for technology; instructional materials and textbooks; security and safety equipment; and facilities maintenance and renovation.	\$2,403,990	Pass	51.8%
Litchfield Elementary No. 79	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$7,200,000	Fail	47.0%
Littlefield Unified No. 9	11/6/12	Authorizes two year 7.5% maintenance and operation budget override beginning FY 2013-2014.	\$206,307	Fail	31.4%
Littleton Elementary No. 65	11/6/12	Authorizes seven year capital outlay budget override for instructional materials; school and administrative technology; school and administrative furniture, equipment and facilities improvements; and district support vehicles.	\$1,950,629	Pass	51.6%
Maricopa Unified No. 20	11/6/12	Authorizes two year 5% maintenance and operation budget override beginning FY 2013-2014.	\$1,350,000	Fail	40.8%
Mesa Unified No. 4	11/6/12	Authorizes issuance of Class B general obligation bonds for improvements to existing school facilities; technology equipment; pupil transportation vehicles; and improvements to administrative facilities.	\$230,000,000	Pass	64.1%
Miami Unified No. 40	11/6/12	Authorizes five year 10% maintenance and operation budget override beginning FY 2013-2014.	\$574,456	Fail	46.9%
Murphy Elementary No. 21	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$1,450,000	Pass	58.0%
Murphy Elementary No. 21	11/6/12	Authorizes seven year capital outlay budget override for school and administrative technology upgrades; classroom furniture upgrades; and energy management improvements.	\$350,000	Pass	56.6%
Nadaburg Elementary No. 81	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$460,000	Fail	23.5%
Page Unified No. 8	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$2,100,334	Fail	43.0%
Pendergast Elementary No. 92	11/6/12	Authorizes issuance of Class B general obligation bonds for school and administrative facility renovations and improvements and technology.	\$31,220,000	Pass	64.8%

## SCHOOL DISTRICT BOND AND OVERRIDE QUESTIONS

Jurisdiction	Election Date	Descriptive Title	Bond or Annual Override Amount	Pass or Fail	Yes %
Peoria Unified No. 11	11/6/12	Authorizes issuance of Class B general obligation bonds for school and administrative facility renovations; pupil transportation and campus support vehicles; and technology equipment and infrastructure.	\$180,000,000	Pass	56.5%
Phoenix Elementary No. 1	11/6/12	Authorizes seven year capital outlay budget override for instructional materials; technology; busses; school facility upgrades; and administrative technology, furniture, equipment and facility improvements.	\$3,000,000	Pass	60.4%
Queen Creek Unified No. 95	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$2,530,456	Fail	46.4%
Roosevelt Elementary No. 66	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$7,179,615	Fail	48.2%
Round Valley Unified No. 10	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$1,090,000	Pass	50.2%
Scottsdale Unified No. 48	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$19,485,592	Fail	46.4%
Sedona-Oak Creek Joint Unified No. 9	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$998,875 <i>Coconino County 50.2% Yavapai County 49.8%</i>	Fail	
Seligman Unified No. 40	11/6/12	Authorizes issuance of Class B general obligation bonds for multipurpose building improvements; building renovations and improvements (including FF&E); efficiency and safety improvements; and pupil transportation vehicles.	\$2,500,000	Fail	44.1%
Show Low Unified No. 10	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$1,130,000	Fail	36.5%
Stanfield Elementary No. 24	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$350,000	Fail	38.9%
Sunnyside Unified No. 12	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$11,928,584	Fail	47.2%
Tanque Verde Unified No. 13	11/6/12	Authorizes seven year 5% maintenance and operation budget override beginning FY 2013-2014.	\$444,000	Fail	47.1%
Tempe Elementary No. 3	11/6/12	Authorizes seven year capital outlay budget override for textbooks and instructional materials; instructional technology; equipment; and administrative IT systems.	\$5,000,000	Pass	53.6%
Tempe Union No. 213	11/6/12	Authorizes issuance of Class B general obligation bonds for school and administrative additions, renovations and site improvements; and busses.	\$75,000,000	Pass	66.5%
Tempe Union No. 213	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$9,810,000	Fail	48.7%
Thatcher Unified No. 4	11/6/12	Authorizes issuance of Class B general obligation bonds for school new construction, renovations and furniture and equipment; and administrative renovations and furniture and equipment.	\$7,500,000	Pass	56.3%

## SCHOOL DISTRICT BOND AND OVERRIDE QUESTIONS

Jurisdiction	Election Date	Descriptive Title	Bond or Annual Override Amount	Pass or Fail	Yes %
Tolleson Elementary No. 17	11/6/12	Authorizes seven year 15% maintenance and operation budget override beginning FY 2013-2014.	\$1,900,000	Pass	55.3%
Tolleson Elementary No. 17	11/6/12	Authorizes seven year capital outlay budget override for technology; textbooks, library books and instructional materials; science and classroom furniture and equipment; renovations; and pupil transportation vehicles.	\$750,000	Pass	51.1%
Toltec Elementary No. 22	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$515,245	Fail	32.0%
Washington Elementary No. 6	11/6/12	Authorizes seven year capital outlay budget override for student technology; hardware and software improvements; and administrative network infrastructure improvements.	\$7,800,000	Fail	48.2%
West-MEC No. 402	11/6/12	Authorizes issuance of general obligation bonds for new construction; renovations; furniture and equipment; and land.	\$74,900,000	Pass	59.9%
Williams Unified No. 2	11/6/12	Authorizes seven year 10% maintenance and operation budget override beginning FY 2013-2014.	\$375,000	Pass	55.7%
Wilson Elementary No. 7	11/6/12	Authorizes issuance of Class B general obligation bonds for school maintenance and major repairs; busses; and administrative facility repairs and upgrades.	\$3,600,000	Pass	66.1%
Wilson Elementary No. 7	11/6/12	Authorizes seven year capital outlay budget override for school technology; library software and books; textbooks; and musical instruments, sports equipment and art material.	\$495,000	Pass	53.0%

## SCHOOL DISTRICT OTHER ISSUES

Jurisdiction	Election Date	Descriptive Title	Pass or Fail	Yes %
Bisbee Unified No. 2	11/6/12	Authorizes participation in a Joint Technological Education District, including a property tax rate of \$0.05 per \$100 of secondary assessed valuation.	Pass	60.9%
Cartwright Elementary No. 83	11/6/12	Authorizes District to withdraw participation from the Joint Technological Education District, including elimination of the \$0.05 property tax rate per \$100 of secondary assessed valuation.	Fail	40.6%
Fowler Elementary No. 45	11/6/12	Authorizes District to withdraw participation from the Joint Technological Education District, including elimination of the \$0.05 property tax rate per \$100 of secondary assessed valuation.	Pass	55.3%
Higley Unified No. 60	11/6/12	Authorizes the District to enter into lease agreements, for longer than five years, to build, improve and furnish schools at three specified locations.	Pass	69.7%
Payson Unified No. 10	11/6/12	Authorizes lease, sale or exchange of part or all of the Frontier Elementary School site.	Pass	71.6%
Peach Springs Unified No. 8	11/6/12	Diminishes District boundaries.	Fail	43.9%
Phoenix Elementary No. 1	11/6/12	Authorizes acquisition of new school site and construction and renovation of school buildings on the site.	Pass	67.3%
Sierra Vista Unified No. 68	11/6/12	Authorizes participation in a Joint Technological Education District, including a property tax rate of \$0.05 per \$100 of secondary assessed valuation.	Pass	69.8%
Tolleson Union No. 214	11/6/12	Authorizes participation in a Joint Technological Education District, including a property tax rate of \$0.05 per \$100 of secondary assessed valuation.	Pass	71.6%

## COUNTY, CITY/TOWN AND SPECIAL DISTRICT QUESTIONS

Prop #	Jurisdiction	Election Date	Descriptive Title	Pass or Fail	Yes %
<b>COCHISE COUNTY</b>					
405	Bisbee	11/6/12	Authorizes Mayor and Council to increase City transaction privilege tax by one percent of gross revenues subject to tax. Of the additional revenue collected, 1/4 is for City infrastructure needs and 3/4 is for general government expenses.	Fail	42.2%
406	Tombstone	11/6/12	Authorizes an alternative expenditure limitation for the City for the next four fiscal years. The amount of the alternative limitation is determined each year by the City Council at public meeting.	Pass	67.0%
—	Willcox	11/6/12	Authorizes a franchise agreement between the City and the Sulphur Springs Valley Electric Cooperative.	Pass	83.8%
Q2	Sierra Vista	11/6/12	Authorizes a franchise agreement between the City and the Sulphur Springs Valley Electric Cooperative, including a 2% utility tax.	Pass	57.8%
<b>COCONINO COUNTY</b>					
405	Flagstaff	11/6/12	Authorizes issuance of \$10,000,000 general obligation bonds for forest health and water supply protection.	Pass	72.6%
406	Flagstaff	11/6/12	Authorizes issuance of \$14,000,000 general obligation bonds for a core services maintenance facility.	Pass	52.9%
—	Pinewood Sanitary District	11/6/12	Authorizes 3,000,000 WIFA loan agreement for expansion of sewage service to designated areas.	Pass	74.4%
<b>GILA COUNTY</b>					
—	Christopher-Kohl's Fire District	11/6/12	Increases, from three to five, the number of Fire District Board members.	Pass	82.1%
<b>GRAHAM COUNTY</b>					
400	Graham County	11/6/12	Establishes a County Free Library District, including authorization of a \$0.20 tax per \$100 of secondary assessed property value.	Fail	40.2%
—	Pima	8/28/12	Continues the alternative expenditure limitation for the Town for the next four fiscal years. The amount of the alternative limitation is determined each year by the Town Council at public meeting.	Pass	72.2%
<b>MARICOPA COUNTY</b>					
—	Buckeye	11/6/12	Authorizes issuance of \$28,500,000 water and sewer revenue bonds for improvements and extensions to the Town's systems.	Pass	65.2%
451	Carefree	11/6/12	Ratifies Town of Carefree General Plan 2030.	Pass	73.7%
452	Chandler	11/6/12	Increases, from two years to four years, the term for the office of Mayor.	Pass	63.2%
455	El Mirage	11/6/12	Continues the alternative expenditure limitation for the City for the next four fiscal years. The amount of the alternative limitation is determined each year by the City Council at public meeting.	Pass	50.4%

## COUNTY, CITY/TOWN AND SPECIAL DISTRICT QUESTIONS

Prop #	Jurisdiction	Election Date	Descriptive Title	Pass or Fail	Yes %
457	Glendale	11/6/12	In lieu of requiring voter approval for the levy of transaction privilege taxes by the Council, establishes maximum excise tax rate thresholds for the levy of taxes by the City Council. Tax rate levies in excess of the thresholds require prior voter approval.	Fail	34.2%
460	Mesa	11/6/12	In lieu of the Vice Mayor becoming Mayor when the office is vacated with more than two years remaining in the term, requires an election to fill the position.	Pass	51.7%
461	Mesa	11/6/12	Changes, from March 1 to prior to the beginning of each fiscal year, the date by which the City Manager is required to provide the five-year capital program to the City Council.	Pass	59.4%
462	Mesa	11/6/12	In lieu of Charter specified election dates, authorizes the Council to set election dates for the City. If the Council does not act, the dates for the City follow State law.	Fail	47.4%
463	Mesa	11/6/12	In lieu of a Charter specified date for the commencement of Council terms, authorizes the Council to set the date for the City. If the Council does not act, the date for the City commencement of Council terms follows State law.	Fail	43.4%
464	Mesa	11/6/12	Eliminates primary elections for Mayor and District Councilmembers if there are less than three qualified candidates.	Fail	49.8%
Q1	Mesa	11/6/12	Authorizes issuance of \$70,000,000 general obligation bonds for parks, recreational facilities, aquatic facilities, museums, open space, and bike and pedestrian paths.	Pass	58.8%
454	Paradise Valley	11/6/12	In lieu of a public vote for electing the Mayor, authorizes selection of the Mayor by the Council, from among the Council members.	Fail	44.1%
Q	Surprise	11/6/12	Authorizes a franchise agreement between the City and Arizona Public Service for the construction, maintenance and operation of electrical transmission and distribution facilities for the City.	Pass	65.8%
Q1	Tempe	11/6/12	Authorizes issuance of \$6,400,000 general obligation bonds for public safety purposes.	Pass	66.1%
Q2	Tempe	11/6/12	Authorizes issuance of \$10,500,000 general obligation bonds for park improvement/community services purposes.	Pass	65.3%
Q3	Tempe	11/6/12	Authorizes issuance of \$12,900,000 general obligation bonds for municipal infrastructure preservation purposes.	Pass	60.5%
456	Wickenburg	11/6/12	Requires a portion of annual budget be allotted to fully fund and operate the public library for at least 40 hours each week.	Pass	58.1%
453	Youngtown	11/6/12	Authorizes a permanent adjustment of the Town base expenditure limitation.	Pass	73.8%

**COUNTY, CITY/TOWN AND SPECIAL DISTRICT QUESTIONS**

Prop #	Jurisdiction	Election Date	Descriptive Title	Pass or Fail	Yes %
<b>MOHAVE COUNTY</b>					
401	Mohave County	11/6/12	Modifies the definition of "kennel" for purposes of required licensure, etc. The current definition, on parcels of one acre or less, excludes two resident dogs and on parcels larger than one acre, excludes four resident dogs. The proposed definition excludes four dogs and four cats on parcels of half acre or less and refers to zoning ordinances for larger properties.	Fail	45.0%
Q1	Lake Havasu City	11/6/12	Franchise agreement between the City and EPCOR Water Arizona Inc. for the use of municipal rights-of-way for the provision of water services.	Pass	68.8%
<b>NAVAJO COUNTY</b>					
401	Show Low	11/6/12	Authorizes a permanent adjustment of the City base expenditure limitation.	Fail	42.7%
<b>PIMA COUNTY</b>					
409	Tucson	11/6/12	Authorizes issuance of \$100,000,000 general obligation bonds for street improvements.	Pass	50.1%
411	Avra Valley Fire District No. 8	11/6/12	Authorizes issuance of \$4,135,000 bonds for fire facilities, trucks and equipment. (See Pinal County.)	Pass	65.7%
<b>PINAL COUNTY</b>					
—	Avra Valley Fire District No. 8	11/6/12	Authorizes issuance of \$4,135,000 bonds for fire facilities, trucks and equipment. (See Pima County.)	Pass	67.6%
<b>YAVAPAI COUNTY</b>					
—	Montezuma-Rimrock Fire District	11/6/12	Authorizes five year 5% property tax levy increase for ongoing fire district operations, beginning FY 2013-2014.	Pass	60.3%
<b>YUMA COUNTY</b>					
402	Yuma	11/6/12	Adoption of City of Yuma 2012 General Plan.	Pass	63.3%



## Preparing for Bond and Override Elections

1:30 p.m. to 3:30 p.m.

February 5, 2013

Washington Elementary School Administration Center Navajo Room

### Agenda

Topic	Est. Start Time	Presenter(s)
Introduction		
Legal Requirements for Bonds & Overrides	1:30 p.m.	Randie Stein
Election Statistics and Strategies	1:45 p.m.	Judy Richardson/Erika Miller
Election Consultant-Passing Bond and Override Elections – The New Challenge	2:05 p.m.	Paul Ulan
Intro to Panel Discussion	2:30 p.m.	Mike LaVallee
Q&A with Group Discussion on Do's & Don'ts, Tactics & Election Preparation		Michael Cafiso, Roger Freeman Bobette Sylvester, Paul Ulan

#### Handouts Included in Folder:

- Compliance Requirements for Bonds and Overrides
- Election Statistics and Strategies Presentation
- Comparison Bonds and Capital Outlay Overrides
- Use of Bond Proceeds
- Calendar for November 5, 2013 School District Elections
- Preliminary Efforts of Stakeholder Committees
- Passing Bond & Override Elections-The New Challenge Presentation (Paul Ulan/Primary Consultants)
- Arizona Attorney General Guidelines
- Guidelines for Activities during Elections (Michael Cafiso/Greenberg Traurig, LLP)

## **School Capital Finance Seminar**

Ritz-Carlton Hotel  
March 7, 2013  
11:30 a.m. to 1:45 p.m.

### **Agenda**

	<u>Item</u>	<u>Speaker</u>
11:30 a.m.	Networking	
12:00 p.m.	Luncheon Begins-Welcome & Introductions	Erika Miller <i>Stifel, Nicolaus &amp; Company, Incorporated</i>
12:05 p.m.	Vote-By-Mail Elections (Pima County)	Ricky D. Hernandez, CFO <i>Office of the Pima County School Superintendent</i>
12:35 p.m.	Vote-By-Mail Elections (Maricopa County)	Ray Valenzuela, Assistant Director <i>Maricopa County Elections Department</i>
1:00 p.m.	Legislative Update	Judy Richardson Randie Stein <i>Stifel, Nicolaus &amp; Company, Incorporated</i>
1:30 p.m.	Open Discussion	

# Lunch at the Ritz

## *Analysis of Arizona School District Bonding Capacity*

By: Michael LaVallee, Stone & Youngberg  
Sandra Park, Stone & Youngberg  
Jeremy Calles, Kyrene Elementary School District

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A DIVISION OF STIFEL NICOLAUS

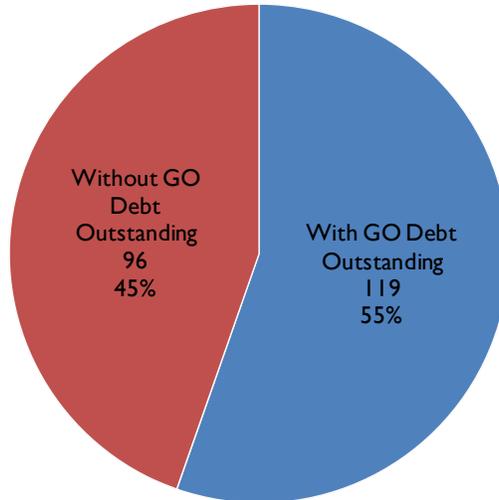
December 6, 2012

STIFEL NICOLAUS

## Table of Contents

	<u>Page</u>
Districts with and without GO Debt Outstanding	2
Current Class B Bonding Capacity Snapshot as of 9/1/12	
For All Arizona School Districts	3
For Arizona School Districts with Outstanding GO Debt	4
Current Class B Bonding Capacity Snapshot as of 9/1/12	5
All Arizona School Districts by Average Daily Membership (ADM)	6
Districts with and without GO Debt Outstanding by ADM	7
Districts with Negative GO Class B Bonding Capacity by ADM	
0 – 3,000 ADM and 3,000 – 6,000 ADM	8
6,000 – 10,000 ADM and 10,000+ ADM	9
GO Bonds Authorized but Unissued as of 11/6/12	10
Analysis of Gross Capacity per ADM	11
For Discussion	12
Kyrene ESD Example	13

## Districts with and without GO Debt Outstanding\*



\* May not include debt that was privately placed.

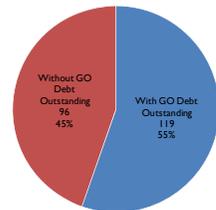
Lunch at the Ritz Seminar  
December 6, 2012

Page 2

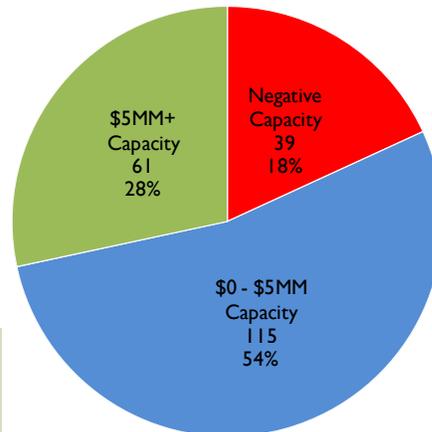
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## Current Class B Bonding Capacity Snapshot as of 9/1/12

Districts with and without GO Debt Outstanding



For All Arizona School Districts



Number of Districts	ADM (thousands)	% of State's ADM	Average Net Statutory Capacity per District (millions)	Average Net Statutory Capacity per ADM	Average % Over Gross B Capacity	Estimated Average Years to Break Even*
39	228	25%	(\$10)	(\$1.653)	33%	3.3

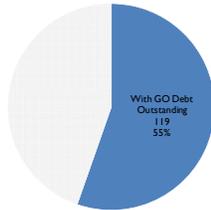
Lunch at the Ritz Seminar  
December 6, 2012

Page 3

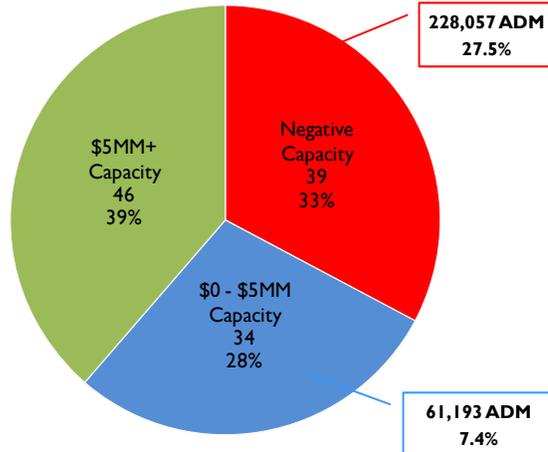
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## Current Class B Bonding Capacity Snapshot as of 9/1/12

Districts with GO Debt Outstanding



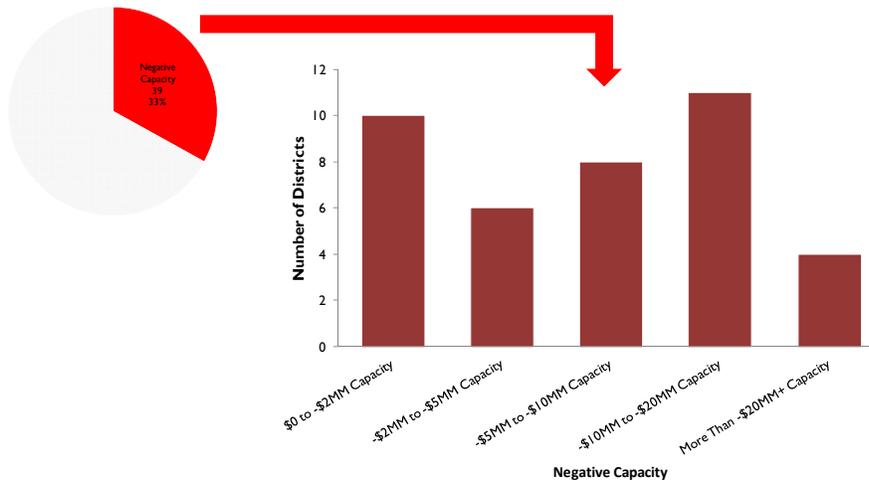
### For Arizona School Districts with Outstanding GO Debt



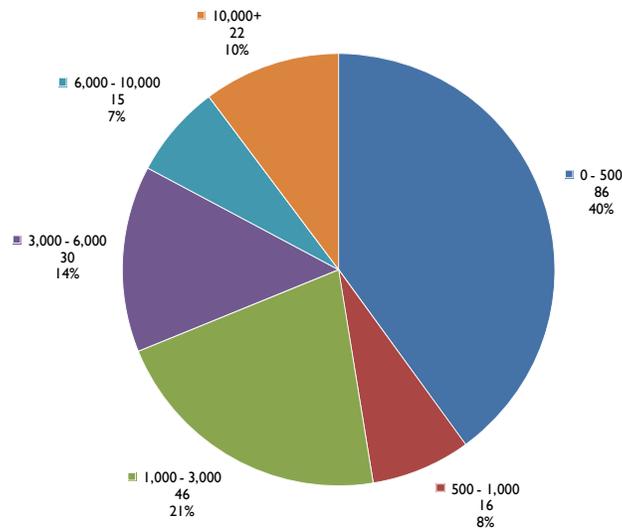
## Current Class B Bonding Capacity Snapshot as of 9/1/12

Districts with GO Debt Outstanding and Negative Class B Bonding Capacity

### How Negative?



## All Arizona School Districts by Average Daily Membership (ADM)



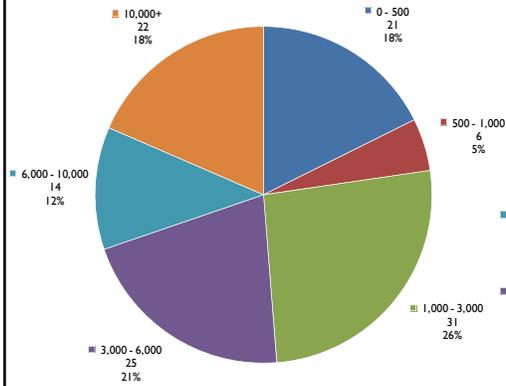
Lunch at the Ritz Seminar  
December 6, 2012

Page 6

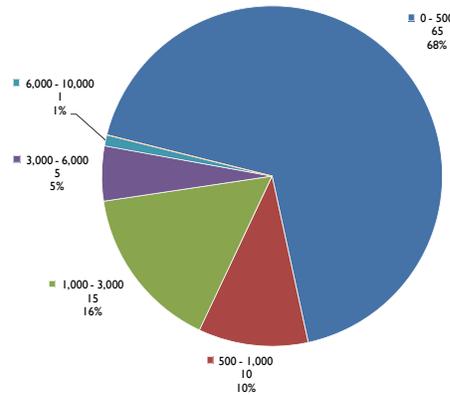
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## Districts with and without GO Debt Outstanding by ADM

### Districts with GO Debt Outstanding



### Districts without GO Debt Outstanding



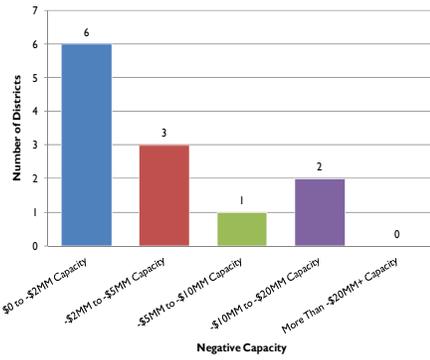
Lunch at the Ritz Seminar  
December 6, 2012

Page 7

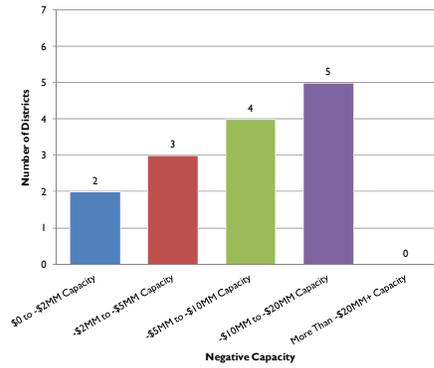
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## Districts with Negative GO Class B Bonding Capacity ADM

FY 2011-12  
0 – 3,000 ADM

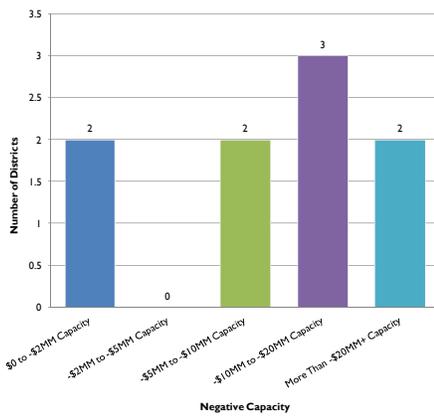


FY 2011-12  
3,000 – 6,000 ADM

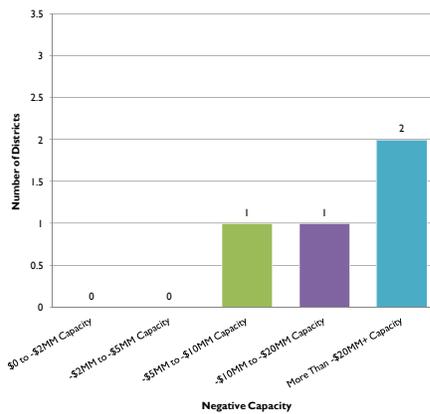


## Districts with Negative GO Class B Bonding Capacity ADM

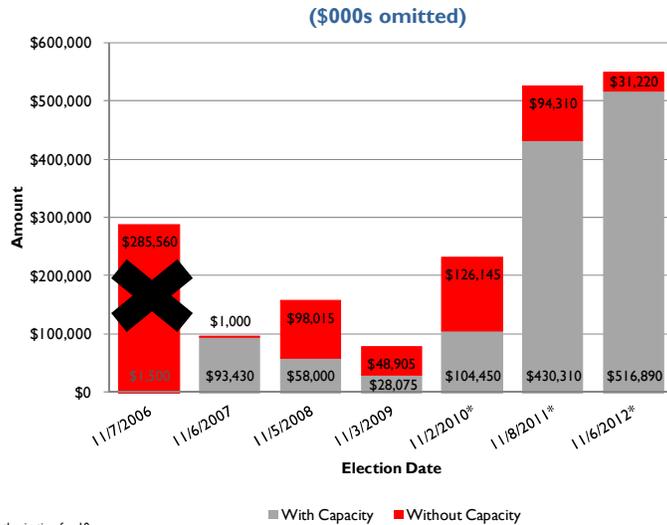
FY 2011-12  
6,000 – 10,000 ADM



FY 2011-12  
10,000+ ADM



## GO Bonds Authorized but Unissued as of 11/6/12



## Analysis of Gross Capacity per ADM

	Number of Districts	ADM (thousands)	% of State's ADM	Average Net Capacity per District (millions)	Average Net Statutory Capacity per ADM	Average % Over Gross B Capacity	Estimated Average Years to Break Even*
Districts with Negative Statutory Capacity (Includes 14 USDs, 20 ESDs and 5 UHSDs)	39	228	25%	(\$10)	(\$1,653)	33%	3.3
Districts with at Least 25% Over Negative Statutory Capacity (Includes 8 USDs, 11 ESDs and 2 UHSDs)	21	130	14%	(14)	(2,297)	53%	5.3
Districts with at Least 47% Over Negative Statutory Capacity (Includes 7 USDs, 6 ESDs and 1 UHSD)	14	91	10%	(16)	(2,533)	63%	6.3

\* Assumes recoupment of 10% of gross capacity per year (e.g., 5% annual SAV growth and repayment of 5% of outstanding debt annually).

## For Discussion

### Global Issue:

- ❑ What are prospects Legislature will find money to give to districts? 3-5 years?
- ❑ More and more districts need dollars for Building Renewal and/or new growth (two year lag)
- ❑ With SAVs expected to decline in 2013/14, more districts likely to enter Negative Bonding Capacity territory
- ❑ Average years to break even (i.e. back to zero) = 3-6 years
- ❑ How long before districts actually have meaningful capacity?
- ❑ Legislation being proposed to raise bonding limit
- ❑ Be proactive in your community → See Kyrene ESD example

## Kyrene ESD Example

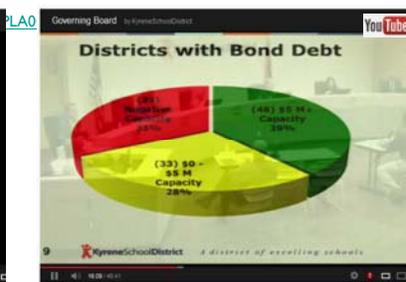
1. What created the problem?
2. Study Sessions and Board Meetings – provide specific examples
  - Superintendent's Message to the Community about Bonds

[http://www.youtube.com/watch?v=cqtKZ8lIQbk&list=PL33EF06D374721F2F&index=1&feature=plpp\\_video](http://www.youtube.com/watch?v=cqtKZ8lIQbk&list=PL33EF06D374721F2F&index=1&feature=plpp_video)

- Study Session on Bonds



Dr. Schauer addresses the ability to sell bonds in Kyrene. 11/30/2012



11/27/12 - Kyrene School District - Governing Board Meeting - Study Session

## Kyrene ESD Example

### 3. Provide data and basic training:

- Capital Improvement Plan  
<http://www.kyrene.org/cip>
- General Budget Information  
<http://www.kyrene.org/Page/17434>
- School Finance 101  
<http://www.kyrene.org/Page/13722>

### 4. What can you do to help?

[Political contacts and sample letters)

<http://www.kyrene.org/Page/1056>

The screenshot shows the Kyrene School District website. The header includes the district name, address (4100 South Kyrene Road, Tempe, AZ 85284), phone number (480-541-1000), and navigation links for Contact, Tax Credit, and Calendar. The main content area is titled "Budgetary Concern Regarding Bonds and What YOU Can Do". It includes a section for "Current Legislative Contacts" with a table listing representatives for District 18:

DISTRICT 18	Email	Phone	Fax	Bond Letter
John McComish Senate	R <a href="mailto:jmccomish@azleg.gov">jmccomish@azleg.gov</a>	602-926-5898	602-417-3020	<a href="#">Click here</a>
Jeff Dial House	R <a href="mailto:jdial@azleg.gov">jdial@azleg.gov</a>	602-926-5550	602-417-3120	
Bob Robison House	R <a href="mailto:brobison@azleg.gov">brobison@azleg.gov</a>	602-926-5549	602-417-3157	

Below the table, there is a section titled "What can I do to help?" which explains that a bill will be introduced and asks for support. It provides instructions on how to use the contact information and a link to a sample letter: [How to write a courteous letter](#). There is also a link to determine the district: [www.azleg.gov/als/Static/Pages/HowToContactMember.asp](http://www.azleg.gov/als/Static/Pages/HowToContactMember.asp). E-mail for the leadership of the Arizona Legislature is also provided: Senate President Steve Pierce and Speaker of the Arizona House Andy Tobin. A link to Arizona State Legislature information is also present: <http://www.azleg.gov/>.

## Disclosure

**Note: The information in this analysis is not intended to be used as the primary basis for determining a district's bonding capacity, tax rate or ability to sell bonds. This analysis is based on assumptions provided by sources considered to be reliable, including the districts, but is not guaranteed as to accuracy and does not purport to be complete. Any information expressed in this analysis is subject to change.**

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**APPENDIX C**

**COMBINED ARIZONA MUNICIPAL FINANCING EXPERIENCE (2008 TO DATE)**

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Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
05/23/2013	Peoria USD No. 11	Refunding Bonds, Taxable	\$32,235 PA		PP
05/17/2013	Dysart USD No. 89	Refunding Bonds, Taxable	16,610 PA		PP
05/15/2013	Chandler USD No. 80	Refunding Bonds, Taxable	16,880 PA		PP
05/10/2013	Mountain Vista Fire Dist	Lease Refinancing	7,183 PA		PP
04/23/2013	Sunnyside USD No. 12	Sch Imp Bonds, Proj 2011, Taxable	6,500 PA		PP
04/23/2013	Sunnyside USD No. 12	Sch Imp Bonds, Proj 2011	14,175 Sole		Neg
04/18/2013	Tempe UHSD No. 213	Sch Imp Bonds, Proj 2012	33,000 Lead		Neg
04/18/2013	Tempe UHSD No. 213	Sch Imp Bonds, Proj 2012	12,475 Lead		Neg
04/16/2013	Mesa USD No. 4	Sch Imp Bonds, Proj 2012	46,000 FA		Neg
04/11/2013	Arizona School Facilities Board	Taxable State School Improv Rev Ref Bonds	316,165 FA		Neg
04/11/2013	Miami, Town of Municipal Prop Corp	Lease Purchase Financing	4,791 PA		PP
04/10/2013	Arizona Board of Regents	System Rev Bonds	69,175 Co		Neg
04/10/2013	Arizona Board of Regents	System Rev Bonds	34,985 Co		Neg
04/10/2013	Cartwright ESD No. 83	School Improv Bonds, Proj of 2010	8,900 Sole		Neg
04/09/2013	Western Maricopa Education Center Dist No. 4	Sch Imp Bonds, Proj 2012	35,000 Sole		Neg
03/21/2013	Parker, Town of	Excise Tax Rev Oblig, Taxable	1,565 PA		PP
03/21/2013	Parker, Town of	Excise Tax Rev Ref Oblig	305 PA		PP
02/27/2013	Paradise Valley USD No. 69	School Improv Bonds, Project of 2011, Taxable	12,150 PA		PP
02/27/2013	Paradise Valley USD No. 69	School Improv Bonds, Project of 2011	37,850 FA		Neg
01/31/2013	Chandler USD No. 80	School Improv Bonds, Project of 2011	17,375 Sole		Neg
01/31/2013	Continental ESD No. 39	School Improv Bonds, Project of 2010	4,815 Sole		Neg
01/31/2013	Florence, Town of	Lease Purchase Financing	1,400 PA		PP
01/29/2013	Arizona Transportation Board	Subordinate Highway Rev Bonds, Tax-Exempt	602,765 Co		Neg
01/29/2013	Arizona Transportation Board	Subordinate Highway Rev Bonds, Taxable	112,705 Co		Neg
01/22/2013	Metropolitan Domestic Water Improv Dist	Senior Lien Water Rev Refunding Bonds	2,940 PA		PP
01/22/2013	Metropolitan Domestic Water Improv Dist	Subordinate Obligation Rev Refunding Bonds	8,787 PA		PP
01/18/2003	Summit Fire Dist	Lease Purchase Refinancing	3,326 PA		PP
01/09/2013	Deer Valley USD No. 97	School Improv Bonds, Project of 2008	23,400 Co		Neg
12/11/2012	Crane ESD No. 13	Tax-Exempt Equipment Lease-Purchasing Financing	3,246 PA		PP
11/16/2012	Glendale UHSD No. 205	Taxable Refunding Bonds	50,495 PA		PP
11/02/2012	Drexel Heights Fire Dist	GO Refunding Bonds, Taxable	1,000 PA		PP
10/03/2012	Florence, Town of	Merrill Ranch CFD No. 2 GO Bonds	500 PA		PP
10/03/2012	Florence, Town of	Merrill Ranch CFD No. 1 GO Bonds	900 PA		PP
09/27/2012	Show Low, City of	WIFA Loan (Park Valley & Fools Hollow Water Sys	2,000 FA		PP
09/25/2012	Casa Grande UHSD No. 82	Tax-Exempt Private Placement Equipment Lease/Purchasing	2,210 PA		PP
09/20/2012	Gilbert USD No. 41	Refunding Bonds	29,710 FA		Neg
08/23/2012	La Paz, County of	Tax-Exempt Financing Agreement (Refinancing)	300 PA		PP
08/23/2012	La Paz, County of	Taxable Acquisition Agreement (Refinancing)	1,015 PA		PP
08/23/2012	La Paz County Jail Dist	Lease-Purchase Agreement (Refinancing)	1,585 PA		PP
08/23/2012	Washington ESD No. 6	School Improv Bonds, Project of 2010	20,000 FA		Comp
08/14/2012	Navajo County	Pledged Rev Obligations	8,500 PA		PP
08/09/2012	Higley USD No. 60	Refunding Bonds	11,780 Sole		Neg
08/08/2012	Kyrene ESD No. 28	School Improv Bonds, Project of 2010, Taxable	2,530 PA		PP
07/24/2012	Phoenix UHSD No. 210	School Improv Bonds, Project of 2011, Taxable	12,000 PA		PP
07/24/2012	Phoenix UHSD No. 210	School Improv Bonds, Project of 2011	38,000 FA		Neg
07/18/2012	Florence, Town of	Merrill Ranch CFD No. 1 Special Assess Lien Bonds	189 PA		PP
07/10/2012	Union ESD No. 62	School Improv Bonds, Project of 2006	2,540 Sole		Neg
07/10/2012	Buckeye, Town of	Festival Ranch CFD District GO Bonds	5,400 Sole		Neg
07/03/2012	Marana USD	School Improv Bonds, Project of 2010	2,500 PA		PP
06/28/2012	Scottsdale (City of)	GO Refunding Bonds	83,025 Co		Neg
06/28/2012	Prescott Valley MPC	Municipal Facilities Rev Refunding Bonds	11,420 Sole		Neg
06/28/2012	Prescott Valley MPC	Municipal Facilities Rev Refunding Bonds	5,840 Sole		Neg
06/27/2012	Tucson, City of	Water System Rev Obligations	31,555 Lead		Neg
06/20/2012	Kyrene ESD No. 28	Refunding Bonds, Taxable	43,030 PA		PP
06/20/2012	Florence USD No. 1	Refunding Bonds	4,895 Sole		Neg
06/20/2012	Arizona Board of Regents	Refunding Certificates of Participation (UofA Proj) A-1	2,145 Co		Neg
06/20/2012	Arizona Board of Regents	Refunding Certificates of Participation, Taxable A-2	10,190 Co		Neg
06/20/2012	Arizona Board of Regents	Refunding Certificates of Participation, B	20,600 Co		Neg
06/20/2012	Arizona Board of Regents	Refunding Certificates of Participation, C	124,940 Co		Neg
06/14/2012	Agua Fria UHSD No. 216	School Improv Bonds, Project of 2011, A	22,300 Sole		Neg
06/14/2012	Glendale ESD No. 40	School Improv Bonds, Project of 2011, A	5,220 Sole		Neg
06/13/2012	Peoria USD No. 11	Refunding Bonds	44,065 Sole		Neg
06/13/2012	Phoenix, City of	GO Bonds, Tax-Exempt	103,360 Co		Neg
06/13/2012	Phoenix, City of	GO Bonds, Taxable	16,640 Co		Neg
06/13/2012	Phoenix, City of	GO Refunding Bonds, C	176,465 Co		Neg
06/12/2012	Buckeye ESD No. 33	Refunding Bonds	2,135 Sole		Neg
06/07/2012	Coolidge USD No. 21	Refunding Bonds	3,795 Sole		Neg
06/07/2012	Glendale ESD No. 40	School Improv Bonds, Project of 2011, Taxable	4,380 PA		PP
06/07/2012	Humboldt USD No. 22	Refunding Bonds	7,410 Sole		Neg
06/05/2012	Riverside ESD No. 2	School Improv Bonds, Project of 2011, Taxable	3,010 PA		PP
05/24/2012	Oro Valley, Town of	Senior Lien Water Project Rev Refunding Obligations	16,595 Sole		Neg
05/23/2012	Prescott Valley, Town of	Southside CFD No. 1 Partial Def	418 FA		PP
05/22/2012	Saddle Mountain USD No. 90	Taxable Refunding Bonds	5,650 PA		PP

Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
05/10/2012	Toltec ESD No. 22	School Improv Bonds, Project of 2008	\$4,000	PA	PP
04/25/2012	Arizona Board of Regents	UofA System Rev Refunding Bonds, Taxable	21,860	Co	Neg
04/25/2012	Arizona Board of Regents	University of Arizona System Rev Bonds, A	74,050	Co	Neg
04/11/2012	Tucson, City of	GO Refunding Bonds	11,315	Lead	Neg
04/11/2012	Tucson, City of	GO Refunding Bonds, Tax-Exempt	11,745	Lead	Neg
04/05/2012	Oro Valley, Town of	Excise Tax Rev Obligations	2,580	Sole	Neg
04/04/2012	Marana USD	School Improv Bonds, Project of 2010	11,825	Sole	Neg
03/28/2012	Holbrook, City of	Excise Tax Rev Refunding Bonds	3,224	PA	PP
03/27/2012	Yuma County	Excise Tax Secured Obligations	2,435	FA	PP
03/15/2012	Glendale UHSD No. 205	School Improv Bonds, Project of 2011	22,440	FA	Comp
03/09/2012	Somerton, City of	WIFA Loan	2,047	FA	PP
03/09/2012	Somerton, City of	WIFA Loan	1,187	FA	PP
03/08/2012	Chandler USD No. 80	Refunding Bonds	30,000	Sole	Neg
03/07/2012	Arizona Water Infrastructure Finance Auth	Water Quality Rev Refunding Bonds	164,610	Co	Neg
03/07/2012	Arizona Water Infrastructure Finance Auth	Water Quality Rev Refunding Bonds, Taxable	47,600	Co	Neg
03/06/2012	Sunnyside USD No. 12	School Improv Bonds, Project of 2011	14,675	Sole	Neg
03/02/2012	Eagar, Town of	WIFA Loan	350	PA	PP
02/29/2012	Phoenix-Mesa Gateway Airport Auth	Special Facility Rev Bonds (Mesa Project)	19,220	Co	Neg
02/21/2012	Paradise Valley USD No. 69	School Improv Bonds, Project of 2011	54,000	FA	Neg
02/15/2012	Tucson, City of	Water System Rev Refunding Bonds, B	14,635	Lead	Neg
02/15/2012	Tucson, City of	Water System Rev Refunding Bonds, Tax-Exempt A	36,120	Lead	Neg
02/09/2012	Willcox USD No. 13	School Improv Bonds, Project of 2011	7,195	Sole	Neg
01/27/2012	Higley USD No. 60	Tax-Exempt Private Equipment Lease/Purchase Financing	5,456	PA	PP
01/26/2012	Continental ESD No. 39	School Improv Bonds, Project of 2010	9,185	Sole	Neg
01/26/2012	Balsz ESD No. 31	School Improv Bonds, Project of 2011	15,555	Sole	Neg
01/25/2012	Florence, Town of	Merrill Ranch CFD No. 1 Special Assess Area Four	319	PA	PP
01/04/2012	Scottsdale USD No. 48	School Improv Bonds, Project of 2010	59,000	Sole	Neg
12/21/2011	Tucson USD No. 1	Refunding Bonds, Tax-Exempt	28,115	FA	Neg
12/21/2011	Tucson USD No. 1	Refunding Bonds, Federally Taxable	22,885	FA	Neg
12/20/2011	Deer Valley USD No. 97	School Improv Bonds, Project of 2008	30,000	Co	Neg
12/15/2011	Mohave County	Defeasance Scenic Improv District Scenic Road	900	PA	PP
12/13/2011	Somerton, City of	Pledged Rev Obligations, Tax-Exempt	75	Sole	Neg
12/13/2011	Somerton, City of	Pledged Rev Oblig (QECB)	980	Sole	Neg
11/29/2011	Arizona Transportation Board	Subordinate Lien Highway Rev Bonds Tax-Exempt	485,230	Co	Neg
11/29/2011	Arizona Transportation Board	Subordinate Lien Highway Rev Bonds Taxable	70,670	Co	Neg
11/29/2011	Tombstone USD #1	QSCB Lease-Purch Energy Saving Financing	1,673	PA	PP
11/28/2011	Window Rock USD No. 8	Impact Aid Rev Bonds, Tax-Exempt A-1	350	Sole	Neg
11/28/2011	Window Rock USD No. 8	Impact Aid Rev Bonds, A-2 (QSCB)	20,000	Sole	Neg
11/09/2011	Pinal County Electric Dist No. 3	Electric System Rev Refunding Bonds	120,235	Co	Neg
10/24/2011	St. David USD No. 21	Refunding Bonds	1,230	PA	PP
10/13/2011	Tolleson, City of	GO Bonds	7,880	Sole	Neg
10/13/2011	Tolleson, City of	GO Refunding Bonds	10,690	Sole	Neg
09/29/2011	La Paz, County of	Excise Tax Rev Judgment Bonds, Taxable B	1,875	Sole	Neg
09/29/2011	La Paz, County of	Excise Tax Rev Judgment Bonds, A	16,240	Sole	Neg
09/15/2011	Roosevelt ESD No. 66	Certificates of Participation, Tax-Exempt	120	Sole	Neg
09/15/2011	Yuma County Jail Dist	Pledged Rev Refunding and Capital Improv Obligations	8,000	Sole	Neg
09/15/2011	Roosevelt ESD No. 66	Certificates of Participation (QSCB)	5,700	Sole	Neg
09/01/2011	Sunnyside USD No. 12	Tax-Exempt Lease Trust Certificates Energy System Improvs	981	PA	PP
08/25/2011	Grand Canyon USD No. 4	Taxable Qualified School Construction Bonds Lease-	730	PA	PP
08/25/2011	Prescott Valley MPC	Municipal Facilities Rev Refunding Bonds	14,365	Sole	Neg
08/19/2011	Sunnyside USD No. 12	Tax-Exempt Lease Trust Certificates Energy System Improvs	1,142	PA	PP
08/11/2011	Queen Creek USD No. 95	School Improv Bonds, Project of 2010	2,265	Sole	Neg
08/10/2011	Rio Rico Fire Dist	GO Bonds, Project of 2007	1,695	Sole	Neg
08/09/2011	Navajo, County of	Improv Bonds	295	FA	PP
07/20/2011	Northern Gila County Sanitary Dist	Special Assessment Bonds (Airline/Luke Corridor Sewer	635	Sole	Neg
06/22/2011	Vail USD No. 20	School Improv Bonds, Project of 2009	5,000	Sole	Neg
06/21/2011	Tucson, City of	Water System Rev Bonds	30,965	Lead	Neg
06/21/2011	Tucson, City of	Certificates of Participation	14,310	Lead	Neg
06/21/2011	Tucson, City of	Certificates of Participation, QECB, Taxable	1,430	Lead	Neg
06/21/2011	Tucson, City of	Certificates of Participation, Taxable	3,900	Lead	Neg
06/17/2011	Riverside ESD No. 2	Refunding Bonds	3,820	Sole	Neg
06/16/2011	Benson USD No. 9	School Improv Bonds, Project of 2007	2,995	Sole	Neg
06/15/2011	Arizona Board of Regents	University of Arizona SPEED Rev Bonds	39,595	Co	Neg
06/15/2011	Maricopa USD No. 20	Refunding Bonds	2,260	Sole	Neg
06/15/2011	Florence USD No. 1	Refunding Bonds	4,895	Sole	Neg
06/14/2011	Regional Transportation Auth	Transportation Excise Tax Rev Bonds (Pima County Reg	136,480	FA	Neg
06/14/2011	Humboldt USD No. 22	Refunding Bonds	6,590	Sole	Neg
06/09/2011	Tolleson ESD No. 17	School Improv Bonds, Project of 2006	2,960	Sole	Neg
06/09/2011	Catalina Foothills USD No. 16	School Improv Bonds, Project of 2009	6,500	Sole	Neg
06/09/2011	Amphitheater USD No. 10	School Improv Bonds, Project of 2007	50,000	Sole	Neg
06/07/2011	Phoenix Civic Improv Corp	Senior Lien Excise Tax Rev Bonds, A	27,530	Co	Neg
06/07/2011	Phoenix Civic Improv Corp	Senior Lien Excise Tax Rev Bonds, B Taxable	59,195	Co	Neg
06/07/2011	Phoenix Civic Improv Corp	Senior Lien Excise Tax Rev Refunding Bonds, C	24,305	Co	Neg

Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
06/07/2011	Phoenix Civic Improv Corp	Senior Lien Excise Tax Rev Refunding Bonds, Taxable D	\$22,805	Co	Neg
06/07/2011	Phoenix Civic Improv Corp	Subordinated Excise Tax Rev Refunding Bonds, Taxable	27,500	Co	Neg
06/02/2011	Mesa, City of	GO Bonds	29,320	Co	Neg
06/02/2011	Rincon Valley Fire Dist	GO Bonds, Project of 2007	1,650	Sole	Neg
05/26/2011	Camp Verde, Town of	Pledged Rev Obligations	1,005	FA	PP
05/12/2011	Mesa USD No. 4	School Improv Bonds, Project of 2005	9,000	FA	Neg
05/12/2011	Continental ESD No. 39	School Improv Bonds, Project of 2010	2,000	Sole	Neg
05/11/2011	Chandler, City of	GO Refunding Bonds	10,360	Co	Neg
05/06/2011	Phoenix IDA	Education Rev Bonds	8,750	Sole	Neg
04/26/2011	Show Low, City of	Show Low Bluff CFD GO Bonds	450	PA	PP
04/07/2011	Buckeye, Town of	Special Assessment Rev Bonds	404	PA	PP
04/06/2011	Scottsdale, City of	GO Refunding Bonds	43,115	Co	Neg
04/06/2011	Scottsdale Preserve Auth	Excise Tax Rev Refunding Bonds	12,015	Lead	Neg
03/30/2011	Goodyear, City of	Subordinate Lien Water and Sewer Rev Obligations	15,480	Lead	Neg
03/30/2011	Peoria USD No. 11	School Improv Bonds	35,500	Sole	Neg
03/29/2011	Chandler USD No. 80	School Improv Bonds, Project of 2010, A-1	20,000	Sole	Neg
03/29/2011	Chandler USD No. 80	School Improv Bonds, Project of 2010, A-2 (QSCB)	25,000	Sole	Neg
03/23/2011	Marana USD	School Improv Bonds, Project of 2010	14,350	Sole	Neg
03/16/2011	Cartwright ESD No. 83	School Improv Bonds, Project of 2010	16,820	Sole	Neg
03/16/2011	Deer Valley USD No. 97	School Improv Bonds, Project of 2008	30,000	Co	Neg
03/10/2011	Saddle Mountain USD No. 90	School Improv Bonds, Project of 2009	10,000	Sole	Neg
03/09/2011	Wickenburg USD No. 9	Taxable Refunding Bonds	4,460	PA	PP
03/08/2011	Litchfield ESD No. 79	School Improv Bonds, Project of 2009	10,325	Sole	Neg
02/10/2011	Paradise Valley USD No. 69	School Improv Bonds, Project of 2005, Tax-Exempt E-1	1,600	FA	Neg
02/10/2011	Paradise Valley USD No. 69	School Improv Bonds, Project of 2005, E-2 (QSCB)	24,025	FA	Neg
02/10/2011	Washington ESD No. 6	School Improv Bonds, Proj of 2010	10,000	Sole	Comp
02/04/2011	Indian Oasis-Baboquivari USD	Partial Def Srs 2002A Impact Aid Rev Bonds	2,098	FA	PP
01/25/2011	Arizona Transportation Board	Grant Anticipation Notes	158,585	Co	Neg
01/12/2011	Metropolitan Domestic Water Improv Dist	Senior Lien Water Rev Obligations	6,630	Sole	Neg
12/23/2010	Phoenix ESD No. 1	School Improv Bonds, Project of 2010, A-1	14,800	Sole	Neg
12/23/2010	Queen Creek USD No. 95	School Improv Bonds, Project of 2010	6,000	Sole	Neg
12/22/2010	Tucson USD No. 1	Refunding Bonds	45,725	FA	Neg
12/16/2010	Prescott Valley MPC	Defeasance	3,035	FA	PA
12/15/2010	Chino Valley, Town of	Partial Def(GADA 2007A MPC 2004 Bonds)	907	FA	PP
12/15/2010	Scottsdale USD No. 48	School Improv Bonds, Project of 2010, A-2 (QSCB)	25,000	Sole	Neg
12/15/2010	Scottsdale USD No. 48	School Improv Bonds, Project of 2010, A-3 (BAB)	24,000	Sole	Neg
12/15/2010	Scottsdale USD No. 48	School Improv Bonds, Project of 2010, Tax-Exempt A-1	10,000	Sole	Neg
12/15/2010	Chino Valley, Town of	Pledged Rev Obligations	745	Sole	Neg
12/15/2010	Chino Valley, Town of	Pledged Rev Refunding Obligations	7,280	Sole	Neg
11/30/2010	Buckeye, Town of	Excise Tax Rev Refunding Obligations	1,795	Sole	Neg
11/30/2010	Florence, Town of	Merrill Ranch CFD No. 2 District GO Bonds	3,560	Sole	Neg
11/23/2010	Sunnyside USD No. 12	Refunding Bonds	1,975	Sole	Neg
11/18/2010	Yavapai County IDA	VR Dem Rev Bonds(Skanon Investments, Inc. - Drake	40,000	Sole	Neg
11/10/2010	Queen Creek USD No. 95	Refunding Bonds	3,265	Sole	Neg
10/20/2010	Scottsdale Preserve Auth	Excise Tax Rev Refunding Bonds	32,855	Co	Neg
10/19/2010	Florence, Town of	Merrill Ranch CFD No. 1 Special Assessment Rev Bonds	291	PA	PP
10/15/2010	Paradise Valley USD No. 69	Refunding Bonds	22,095	FA	PP
10/13/2010	Riverside ESD No. 2	Refunding Bonds	4,000	Sole	Neg
10/07/2010	Arizona School Facilities Board	Certificates of Participation 2010 (QSCB)	91,325	FA	Neg
10/01/2010	Gilbert USD No. 41	Taxable Refunding Bonds	9,865	FA	PP
10/01/2010	Deer Valley USD No. 97	Refunding Bonds	19,600	FA	PP
09/14/2010	Gladden Farms Community Facilities Dist	GOs Bonds (BQ)	1,000	FA	Neg
09/10/2010	Willcox, City of	WIFA Loan	1,000	FA	PP
08/25/2010	Pinal County	Pledged Rev Obligations	12,000	Sole	Neg
08/25/2010	Pinal County	Pledged Rev Refunding Obligations	18,380	Sole	Neg
08/25/2010	Riverside ESD No. 2	School Improv Bonds, Project of 2006	850	FA	PP
08/13/2010	Quartzsite, Town of	WIFA Loan (Senior Lien Clean Water Loan)	1,000	FA	PP
08/11/2010	Tolleson UHSD No. 214	School Improv Bonds, Project of 2007	6,500	Sole	Comp
08/05/2010	Three Points Fire Dist	GO Bonds, Project of 2004	2,370	Sole	Neg
08/03/2010	Roosevelt ESD No. 66	School Improv Bonds Project of 2007, B-2 (QSCB)	38,000	Sole	Neg
08/03/2010	Arizona School Facilities Board	Refunding Certificates of Participation	58,785	FA	Neg
08/03/2010	Roosevelt ESD No. 66	School Improv Bonds Project of 2007, Tax-Exempt B-1	1,000	Sole	Neg
07/29/2010	Chandler USD No. 80	Partial Defeasance of Srs 2003A and Srs 2005 Bonds	3,929	FA	PP
07/29/2010	Littleton ESD No. 65	School Improv Bonds, Project of 2009, A-1	3,000	Sole	Neg
07/29/2010	Littleton ESD No. 65	School Improv Bonds, Project of 2009, A-2 (QSCB)	4,600	Sole	Neg
07/28/2010	Arizona Water Infrastructure Finance Auth	Water Quality Rev Bonds	138,665	Co	Neg
07/28/2010	Arizona Water Infrastructure Finance Auth	Water Quality Rev Refunding Bonds	42,325	Co	Neg
07/22/2010	Oro Valley, Town of	Excise Tax Rev Obligations, (CREB)	2,445	Sole	Neg
07/16/2010	Lake Havasu City	WIFA Loan	11,400	FA	PP
07/15/2010	Somerton MPC	Arizona USDA Promissory Note	3,116	FA	PP
07/14/2010	Tucson USD No. 1	School Improv Bonds, Project of 2004, E-1	6,770	FA	Neg
07/14/2010	Tucson USD No. 1	School Improv Bonds, Project of 2004, E-2 (BAB)	67,230	FA	Neg
07/14/2010	Tucson, City of	Certificates of Participation, Taxable A (QSCB)	5,590	Co	Neg

Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
07/14/2010	Tucson, City of	Certificates of Participation, Taxable A (BAB)	\$41,430	Co	Neg
07/08/2010	Scottsdale USD No. 48	Refunding Bonds	31,000	Sole	Neg
07/01/2010	Benson, City of	Excise Tax and State Shared Rev Refunding Obligations	2,715	Sole	Neg
07/01/2010	Benson, City of	Excise Tax and State Shared Rev Obligations	2,525	Sole	Neg
06/29/2010	Tucson, City of	Senior Lien Street and Highway User Rev Refunding Bonds	10,560	Sole	Neg
06/29/2010	Tucson, City of	Water System Rev Obligations Taxable (BAB)	38,510	Co	Neg
06/29/2010	Tucson, City of	Certificates of Participation	13,370	Co	Neg
06/29/2010	Yuma Municipal Property Corp	Municipal Facilities Rev Refunding Bonds	29,530	Sole	Comp
06/24/2010	Arizona, State of	Certificates of Participation	289,705	Co	Neg
06/23/2010	Arizona Board of Regents	University of Arizona SPEED Rev Bonds (BAB)	147,475	Co	Neg
06/23/2010	Marana USD	Refunding Bonds	14,190	Sole	Neg
06/23/2010	Avondale, City of	GO Refunding Bonds	2,815	Sole	Neg
06/23/2010	Avondale, City of	\$8,625,000 Avondale, City of Water and Sewer Rev	8,625	Sole	Neg
06/10/2010	Murphy ESD No. 21	School Improv Bonds Project of 2008	3,370	Sole	Neg
06/09/2010	Buckeye UHSD No. 201	School Improv Bonds, Project of 2006, Tax-Exempt	400	Sole	Neg
06/09/2010	Buckeye UHSD No. 201	School Improv Bonds, Project of 2006, (BAB)	8,105	Sole	Neg
06/09/2010	Buckeye UHSD No. 201	Refunding Bonds, Tax-Exempt	3,780	Sole	Neg
06/08/2010	Tolleson ESD No. 17	School Improv Bonds, Project of 2006, D-1	3,725	Sole	Neg
06/08/2010	Tolleson ESD No. 17	School Improv Bonds, Project of 2006, D-2	1,875	Sole	Neg
06/04/2010	Buckeye ESD No. 33	School Improv Bonds, Project of 2008	420	FA	PP
06/04/2010	Higley USD No. 60	School Improv Bonds, (Project of 2006)	895	FA	PP
06/03/2010	Mesa, City of	Utility Systems Rev Bonds	50,380	Co	Neg
06/03/2010	Catalina Foothills USD No. 16	School Improv Bonds, Project of 2009, A-2 (BAB)	9,725	Sole	Neg
06/03/2010	Catalina Foothills USD No. 16	School Improv Bonds, Project of 2009, A-1	525	Sole	Neg
06/02/2010	Maricopa USD No. 20	School Improv Bonds, Project of 2006	3,160	Sole	Neg
05/27/2010	Avondale ESD No. 44	School Improv Bonds, Project of 2005	1,570	Sole	Neg
05/27/2010	Avondale ESD No. 44	Refunding Bonds	3,545	Sole	Neg
05/25/2010	Avondale ESD No. 44	Defeasance of Srs B (2008) Bonds	404	FA	PP
05/20/2010	Sahuarita USD No. 30	School Improv Bonds, Project of 2009, A-2 (BAB)	21,465	Sole	Neg
05/20/2010	Sahuarita USD No. 30	School Improv Bonds, Project of 2009, A-1	3,885	Sole	Neg
05/13/2010	Northwest Fire Dist	GO Bonds, Project of 2004, Tax-Exempt A-1	2,950	Sole	Neg
05/13/2010	Northwest Fire Dist	GO Bonds, Project of 2004, A-2 (BAB)	8,000	Sole	Neg
04/29/2010	Oro Valley, Town of	Defeasance, Srs 2010	7,460	FA	PP
04/28/2010	Douglas USD No. 27	School Improv Bonds, Project of 2009	7,430	Sole	Neg
04/15/2010	Riverside ESD No. 2	School Improv Bonds, Project of 2006, B-2 (BAB)	7,545	Sole	Neg
04/15/2010	Riverside ESD No. 2	School Improv Bonds, Project of 2006, B-1	2,575	Sole	Neg
03/24/2010	Tanque Verde USD No. 13	School Improv Bonds, Project of 2009, A-1	2,215	Sole	Neg
03/24/2010	Tanque Verde USD No. 13	School Improv Bonds, Project of 2009, A-2 (BAB)	11,785	Sole	Neg
03/17/2010	Vail USD No. 20	School Improv Bonds, Project of 2009, A-1	3,120	Sole	Neg
03/17/2010	Vail USD No. 20	School Improv Bonds, Project of 2009, A-2 (BAB)	6,880	Sole	Neg
03/17/2010	Vail USD No. 20	Refunding Bonds, Tax-Exempt	5,325	Sole	Neg
03/01/2010	Saddle Mountain USD No. 90	School Improv Bonds	2,000	FA	PP
02/25/2010	Queen Creek USD No. 95	Taxable School Improv Bonds, Project of 2005, C-2 (BAB)	5,310	Sole	Neg
02/25/2010	Queen Creek USD No. 95	School Improv Bonds, Project of 2005, C-1	3,425	Sole	Neg
02/25/2010	Beaver Creek ESD No. 26	School Improv Bonds Project of 2009	3,255	Sole	Neg
02/10/2010	Deer Valley USD No. 97	School Improv Bonds Project of 2008, A-1	9,250	Co	Neg
02/10/2010	Deer Valley USD No. 97	School Improv Bonds Project of 2008, A-2 (BAB)	20,750	Co	Neg
01/28/2010	Liberty ESD No. 25	School Improv Bonds Project of 2004	3,390	Sole	Neg
01/26/2010	Arizona, State of	Certificates of Participation	709,090	Co	Neg
01/26/2010	Goodyear, City of	Subordinate Lien Water and Sewer Rev Obligations	14,950	Sole	Neg
12/30/2009	Buckeye, Town of	Festival Ranch CFD Taxable District GO Bonds, 2009B	2,165	Sole	Neg
12/30/2009	Metropolitan Domestic Water Improv Dist	Water Rev Refunding Bonds (Senior Lien)	15,910	Sole	Neg
12/30/2009	Buckeye, Town of	Festival Ranch CFD District GO Bonds	5,435	Sole	Neg
12/29/2009	Metropolitan Domestic Water Improv Dist	WIFA Loan, Refunding	13,900	FA	PP
12/29/2009	Casa Grande ESD No. 4	School Improv Bonds, Project of 2005	1,025	Sole	Neg
12/29/2009	Casa Grande ESD No. 4	Refunding Bonds	5,470	Sole	Neg
12/29/2009	Metropolitan Domestic Water Improv Dist	WIFA Loan	3,950	FA	PP
12/22/2009	Payson, Town of	GO Bonds, Project of 2003	1,525	FA	Comp
12/22/2009	Glendale, City of	General Obligation Bonds, Series B	41,650	Co	Comp
12/17/2009	Arizona Board of Regents	NAU System Rev Bonds Taxable (BAB)	108,860	Co	Neg
12/17/2009	Arizona Board of Regents	NAU System Rev Bonds Tax-Exempt	5,640	Co	Neg
12/14/2009	Agua Fria UHSD No. 216	Refunding Bonds	6,695	Sole	Neg
12/14/2009	Agua Fria UHSD No. 216	School Improv Bonds, Project of 2005	1,620	Sole	Neg
12/10/2009	Buckeye, Town of	Jackrabbit Trail Sanitary Sewer Improv District Improvs	2,545	Sole	Neg
12/04/2009	Florence, Town of	WIFA Loan	1,300	FA	PP
12/04/2009	Sahuarita USD No. 30	School Improv Bonds, Project of 2007, (QSCB)	5,700	PA	PP
12/01/2009	Wilson ESD No. 7	School Improv Bonds, Project of 2005	2,930	Sole	Neg
11/20/2009	Somerton, City of	Somerton, City of Wastewater Rev Obligation Bonds	2,274	FA	PP
11/19/2009	Buckeye, Town of	Festival Ranch CFD Special Assess District No. 6 Special	356	PA	PP
11/04/2009	Tucson, City of	Certificates of Participation (City of Tucson Conven Center	12,560	Co	Neg
11/01/2009	Yavapai, County of	Poquito Valley Road Improv District Improv Bonds	1,857	Sole	Comp
10/30/2009	Lake Havasu City	Senior Lien Wastewater Rev Bonds (WIFA)	87,735	FA	PP
10/23/2009	Oro Valley, Town of	WIFA Loan	3,403	FA	PP

Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
10/22/2009	Gila County	Pledged Rev Obligations	\$6,860	Sole	Neg
10/22/2009	Gila County	Pledged Rev Refunding Obligations	1,140	Sole	Neg
10/15/2009	Maricopa USD No. 20	School Improv Bonds, Project of 2006	3,865	Sole	Neg
09/30/2009	Nogales Municipal Development Auth	Municipal Facilities Rev Bonds	15,135	Sole	Neg
09/30/2009	Pine-Strawberry Water Improv Dist	Utility Acquisition Notes	3,600	FA	PP
09/03/2009	Tolleson ESD No. 17	School Improv Bonds, Project of 2006	4,000	Sole	Neg
08/14/2009	Tolleson, City of	WIFA Loan	6,000	FA	PP
08/14/2009	Tolleson, City of	WIFA Loan	5,600	FA	PP
08/12/2009	Amphitheater USD No. 10	School Improv Bonds, Project of 2007	29,000	Sole	Neg
07/30/2009	Tolleson, City of	Tolleson, City of GO Bonds	3,590	FA	Comp
07/29/2009	Arizona Water Infrastructure Finance Auth	Water Quality Rev Bonds	148,785	Co	Neg
07/29/2009	Arizona Water Infrastructure Finance Auth	Water Quality Rev Refunding Bonds	39,655	Co	Neg
07/24/2009	Camp Verde Sanitary Dist	Water Infrastructure Finance Authority Refinance of Lease	1,902	FA	PP
07/21/2009	Avondale, City of	Taxable GO Bonds (Projects of 1998 and 2007) (BAB)	29,800	FA	Comp
06/30/2009	Regional Public Transportation Auth	Transportation Excise Tax Rev Bonds Tax-Exempt	73,795	Co	Neg
06/30/2009	Regional Public Transportation Auth	Transportation Excise Tax Rev Bonds, (BAB)	26,280	Co	Neg
06/29/2009	Sedona-Oak Creek Joint USD No. 9	School Improv Bonds, Project of 2007, C-2 (BAB)	17,835	Sole	Neg
06/29/2009	Buckeye UHSD No. 201	School Improv Bonds, Project of 2006	9,400	Sole	Neg
06/29/2009	Sedona-Oak Creek Joint USD No. 9	School Improv Bonds, Project of 2007, C-1	5,565	Sole	Neg
06/26/2009	Avondale ESD No. 44	School Improv Bonds, Project of 2005	7,790	Sole	Neg
06/25/2009	Tucson, City of	Water System Rev Obligations	38,450	Co	Neg
06/25/2009	Goodyear, City of	Water and Sewer Rev Refunding Bonds	325	Sole	Neg
06/23/2009	Arizona Transportation Board	Transportation Excise Tax Rev Bonds	440,000	Co	Neg
06/23/2009	Dysart USD No. 89	School Improv Bonds, Project of 2006	6,340	Sole	Neg
06/23/2009	J.O. Combs USD	School Improv Bonds, Project of 2006	1,350	Sole	Neg
06/22/2009	Dysart USD No. 89	GO Bond Defeasance	2,680	FA	PP
06/17/2009	Deer Valley USD No. 97	School Improv Bonds Project of 2004, (BAB)	17,000	Co	Neg
06/11/2009	Tempe, City of	General Obligation Bonds	56,055	Co	Comp
06/02/2009	Phoenix Civic Improv Corp	Junior Lien Water System Rev Bonds	450,000	Co	Neg
06/02/2009	Phoenix Civic Improv Corp	Junior Lien Water System Rev Refunding Bonds	90,295	Co	Neg
06/02/2009	Grand Canyon USD No. 4	Judgment Bonds	955	FA	PP
06/01/2009	Florence USD No. 1	School Improv Bonds, Project of 2006	6,000	Sole	Neg
06/01/2009	Higley USD No. 60	School Improv Bonds, Project of 2006	4,500	Sole	Neg
06/01/2009	Buckeye ESD No. 33	School Improv Bonds, Project of 2008	3,500	Sole	Neg
05/28/2009	Tucson, City of	Refunding Certificates of Participation	21,275	Co	Neg
05/28/2009	Goodyear, City of	GO Refunding Bonds	5,580	Sole	Neg
05/28/2009	Tucson, City of	Certificates of Participation	29,730	Co	Neg
05/28/2009	Tucson, City of	Sr Lien Street and Highway User Rev Refunding Bonds	10,130	Co	Neg
05/27/2009	Mesa, City of	Utility Systems Rev Bonds	59,900	Co	Comp
05/14/2009	Arizona Board of Regents	UofA System Rev Bonds	202,370	Co	Neg
05/13/2009	Paradise Valley USD No. 69	School Improv Bonds, Project of 2005	15,000	FA	Neg
05/06/2009	Phoenix UHSD No. 210	Refunding Bonds	26,085	FA	Neg
05/01/2009	Round Valley USD No. 10	School Improv Bonds, Project of 2007	5,000	Sole	Neg
05/01/2009	Fountain Hills USD No. 98	School Improv Bonds, Project of 2007	4,000	Sole	Neg
04/24/2009	Cave Creek, Town of	WIFA Loan	20,917	FA	PP
04/22/2009	Tolleson Municipal Facilities Corp	Public Safety and Excise Tax Rev Bonds	9,100	Sole	Neg
04/22/2009	Pima County	GO Bonds	75,000	Co	Comp
04/21/2009	Mesa USD No. 4	School Improv Bonds, Project of 2005	50,000	FA	Neg
04/15/2009	Tubac Fire Dist	GO Bonds, Project of 2008	6,795	Sole	Neg
04/08/2009	Snowflake USD No. 5	School Improv Bonds, Project of 2008	3,900	Sole	Neg
04/01/2009	Maricopa County Community College Distrci	GO Bonds, Project of 2004	220,000	Co	Comp
03/18/2009	Vail USD No. 20	School Improv Bonds, Project of 2005	7,135	Sole	Neg
03/11/2009	Gilbert USD No. 41	School Improv Bonds, Project of 2007	10,000	FA	Neg
03/06/2009	Kingman, City of	WIFA Loan	35,000	FA	PP
03/01/2009	Coolidge USD No. 21	School Improv Bonds, Project of 2008	16,095	Sole	Neg
02/18/2009	Litchfield ESD No. 79	School Improv Bonds Project of 2006	10,500	Sole	Neg
02/18/2009	Greater Arizona Development Auth	Infrastructure Rev Bonds Taxable	10,725	Sole	Neg
02/18/2009	Greater Arizona Development Auth	Infrastructure Rev Bonds Tax-Exempt	16,000	Sole	Neg
02/17/2009	Winslow USD No. 1	Impact Aid Rev Bonds,	2,860	Sole	Neg
02/11/2009	Tolleson UHSD No. 214	School Improv Bonds	17,900	Co	Comp
02/04/2009	Chandler, City of	Excise Tax Rev Obligations	34,040	Co	Comp
02/01/2009	Sedona-Oak Creek Joint USD No. 9	School Improv Bonds, Project of 2007	25,000	Sole	Neg
02/01/2009	Phoenix ESD No. 1	School Improv Bonds, Project of 2006	19,125	Sole	Neg
02/01/2009	Murphy ESD No. 21	School Improv Bonds, Project of 2008	4,000	Sole	Neg
02/01/2009	Heber-Overgaard USD No. 6	School Improv Bonds, Project of 2008	10,215	Sole	Neg
01/30/2009	Camp Verde Sanitary Dist	WIFA Loan	5,600	FA	PP
12/30/2008	Tucson, City of	Rio Nuevo Multipurpose Fac Dist Sub Lien Excise Tax Rev	80,000	Co	Neg
11/25/2008	Arizona School Facilities Board	Certificates of Participation	580,035	FA	Neg
11/20/2008	Pinetop Fire Dist	Certificates of Participation	5,280	Sole	Neg
11/19/2008	Show Low, City of	Show Low Bluff CFD GO Bonds	395	Sole	Neg
11/18/2008	Phoenix Civic Improv Corp	Senior Lien Wastewater System Rev Refunding Bonds	133,400	Co	Comp
11/06/2008	Osborn ESD No. 8	School Improv Bonds, Project of 2006	10,700	Sole	Neg
11/01/2008	Kingman, City of	Kingman Airport Tract/Banks Airport Add Improv District	3,880	Sole	Neg

Dated Date	Issuer Name	Issue Description	Par (\$000)	Firm Role	Sale Type
10/07/2008	Lake Havasu City	WIFA Loan(Jr Lien GO/Wastewater Rev Bond)	\$45,585	FA	PP
10/01/2008	Dysart USD No. 89	School Improv Bonds, Project of 2006	33,500	Sole	Neg
09/25/2008	Arizona Transportation Board	Highway Rev Bonds	181,050	Co	Neg
09/25/2008	Central Yavapai Fire Dist	GO Bonds, Project of 2004	6,005	Sole	Neg
09/25/2008	Surprise, City of	Marley Park CFD GO Bonds	3,395	Co	Neg
09/09/2008	Tolleson ESD No. 17	School Improv Bonds, Project of 2006	5,045	Sole	Neg
09/04/2008	Vail USD No. 20	School Improv Bonds, Project of 2005	9,835	Sole	Neg
09/04/2008	Avondale Municipal Development Corp	Excise Tax Rev Bonds	15,000	Sole	Neg
09/01/2008	Higley USD No. 60	School Improv Bonds, Project of 2006	15,315	Sole	Neg
09/01/2008	Florence USD No. 1	School Improv Bonds, Project of 2006	21,300	Sole	Neg
09/01/2008	Maricopa USD No. 20	School Improv Bonds, Project of 2006	14,500	Sole	Neg
08/28/2008	J.O. Combs USD	School Improv Bonds, Project of 2006	7,530	Sole	Neg
08/28/2008	Florence, Town of	Merrill Ranch CFD No. 1 GO Bonds	4,390	Sole	Neg
08/27/2008	Chandler USD No. 80	School Improv Bonds	58,700	Sole	Neg
08/27/2008	Buckeye UHSD No. 201	School Improv Bonds, Project of 2006	22,855	Sole	Neg
08/20/2008	Greater Arizona Development Auth	Infrastructure Rev Bonds (Santa Cruz County Jail District	44,590	Co	Neg
08/14/2008	Arizona Board of Regents	NAU System Rev Bonds	43,130	Co	Neg
08/13/2008	Marana MPC	Municipal Facilities Rev Bonds	31,090	Sole	Neg
08/13/2008	Marana MPC	Municipal Facilities Rev Bonds	8,700	Sole	Neg
08/01/2008	Payson USD No. 10	School Improv Bonds, Project of 2006	13,845	Sole	Neg
08/01/2008	Buckeye ESD No. 33	School Improv Bonds, Project of 2005	7,405	Sole	Neg
08/01/2008	Casa Grande UHSD No. 82	School Improv Bonds, Project of 2006	17,845	Sole	Neg
08/01/2008	Crane ESD No. 13	School Improv Bonds, Project of 2005	1,065	Sole	Neg
08/01/2008	Eloy, City of	WIFA Loan	6,988	FA	PP
07/31/2008	Tucson USD No. 1	School Improv Bonds, Project of 2004	57,000	FA	Neg
07/10/2008	Phoenix Industrial Development Auth	VR Demand Rev Bonds (Southwestern College of Phoenix,	10,000	Sole	Neg
06/26/2008	Mesa USD No. 4	Refunding Bonds	20,510	FA	Neg
06/26/2008	Roosevelt ESD No. 66	School Improv Bonds, Project of 2007	20,000	Sole	Neg
06/26/2008	Deer Valley USD No. 97	School Improv Bonds, Project of 2004	21,000	Co	Neg
06/25/2008	Sierra Vista MPC	Municipal Facilities Rev Bonds	22,500	Co	Comp
06/18/2008	Littleton ESD No. 65	School Improv Bonds, Project of 2006	7,830	Sole	Neg
06/01/2008	Tempe, City of	General Obligation Bonds	66,365	Co	Comp
06/01/2008	Peoria USD No. 11	School Improv Bonds	13,500	Sole	Neg
05/21/2008	Safford, City of	WIFA Loan (Drinking Water)	7,160	FA	PP
05/21/2008	Safford, City of	WIFA Loan (Clean Water)	3,195	FA	PP
05/16/2008	Kingman, City of	WIFA Loan	4,200	FA	PP
05/07/2008	Agua Fria UHSD No. 216	School Improv Bonds, Project of 2005	7,230	FA	PP
05/01/2008	Benson USD No. 9	School Improv Bonds, Project of 2007	6,365	Sole	Neg
05/01/2008	Murphy ESD No. 21	School Improv Bonds, Project of 2005	2,000	Sole	Neg
05/01/2008	Amphitheater USD No. 10	School Improv Bonds, Project of 2007	20,000	Sole	Neg
04/30/2008	Arizona Water Infrastructure Finance Auth	Water Quality Rev Bonds	238,710	Co	Neg
04/30/2008	Arizona, State of	Certificates of Participation	238,990	Co	Neg
04/25/2008	Eagar, Town of	WIFA Loan (Drinking Water)	929	FA	PP
04/25/2008	Eagar, Town of	WIFA Loan (Clean Water)	1,967	FA	PP
04/23/2008	Santa Cruz Valley USD No. 35	School Improv Bonds, Project of 2006	4,250	Sole	Neg
04/22/2008	Greater Arizona Development Auth	Infrastructure Rev Bonds	27,760	Lead	Neg
04/16/2008	Mesa USD No. 4	School Improv Bonds, Project of 2005	50,000	FA	Neg
04/16/2008	Chino Valley MPC, Town of	United States Department of Agriculture Loan	1,332	FA	PP
04/15/2008	Prescott Valley, Town of	Southside CFD No. 1 Special Assessment Rev Bonds	3,025	Sole	Neg
04/10/2008	Chino Valley MPC, Town of	United States Department of Agriculture Loan	1,505	FA	PP
04/10/2008	Chino Valley MPC, Town of	United States Department of Agriculture Loan	1,505	FA	PP
04/09/2008	Goodyear, City of	Centerra CFD District GO Bonds	965	Sole	Neg
04/02/2008	Tempe UHSD No. 213	Refunding Bonds	35,765	Co	Comp
04/01/2008	Humboldt USD No. 22	School Improv Bonds, Project of 2006	26,000	Sole	Neg
04/01/2008	Prescott Valley MPC	Senior Lien Water System Rev Refunding Bonds	16,620	Sole	Neg
03/12/2008	Peoria Municipal Dev Auth	Transport & Excise Tax Rev Bonds	47,000	Co	Comp
03/01/2008	Queen Creek USD No. 95	School Improv Bonds Projects of 2002 and 2005	14,580	Sole	Neg
03/01/2008	Antelope UHSD No. 50	School Improv Bonds, Project of 2007	2,350	Sole	Neg
03/01/2008	Fountain Hills USD No. 98	School Improv Bonds, Project of 2007	8,000	Sole	Neg
03/01/2008	Sedona-Oak Creek Joint USD No. 9	School Improv Bonds, Project of 2007	25,000	Sole	Neg
02/28/2008	Pima County	Street & Highway Revenue Bonds	25,000	Co	Comp
02/28/2008	Sahuarita USD No. 30	School Improv Bonds, Project of 2007	9,000	Sole	Neg
02/27/2008	Window Rock USD No. 8	School Improv Bonds, Project of 2004	3,245	Sole	Neg
02/12/2008	Gilbert USD No. 41	School Improv Bonds, Projects of 2005 and 2007	70,000	FA	Neg
02/01/2008	Avondale ESD No. 44	School Improv Bonds, Project of 2005	6,500	Sole	Neg
02/01/2008	Round Valley USD No. 10	School Improv Bonds, Project of 2007	5,000	Sole	Neg
02/01/2008	Joseph City USD No. 2	School Improv Bonds	5,200	Sole	Neg
01/30/2008	Rincon Valley Fire Dist	GO Bonds, Project of 2007	5,065	Sole	Neg
01/11/2008	Chino Valley, Town of	WIFA Loan	4,853	FA	PP
01/01/2008	Pima USD No. 6	School Improv Bonds	1,170	Sole	Neg
<b>TOTAL:</b>		<b>435</b>	<b>\$12,773,983</b>		



**NOTICE OF REQUEST FOR PROPOSAL**

RFP: C-007-1213  
PROJECT: INVESTMENT BANKING SERVICES

Page  
1  
Of  
44

Crane School  
District #13  
Purchasing Office  
4250 W. 16<sup>th</sup> St.  
Yuma, AZ 85364  
928-373-3415  
Fax: 928-783-8465

Check here and return for - **NO BID**:

Your Company Name: \_\_\_\_\_

**Designated Agency:** CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

**Material or Service:** INVESTMENT BANKING SERVICES

**Contract Type:** FIXED

**Contract Period:** JULY 2013 – JUNE 2014  
OPTIONAL ANNUAL RENEWAL FOR (4) FOUR  
ADDITIONAL YEARS

**Opening Date:** TUESDAY, MAY 14, 2013 – 2:00 PM MST

**Bid Opening Location:** DISTRICT OFFICE – BOARD ROOM  
4250 W. 16<sup>TH</sup> STREET, YUMA, AZ 85364

**Contact Name:** JENNIFER BOSCH

**Telephone:** (928) 373-3415

**Fax:** (928) 783-8465

**E-mail:** JBOSCH@CRANESCHOOLS.ORG

 	<b>REQUEST FOR PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 2 Of 44	

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Proposals for the material or services specified will be received by the **Crane Elementary School District #13**, at the above specified location, until the time and date cited. Proposals received by the correct time and date shall be opened and the vendors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call **928-373-3415**. Please remember that we are not in an “overnight” delivery area.

Proposals shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

Proposals must be submitted in a sealed envelope using the District provided label and/or envelope with the solicitation number and Offeror’s name and address clearly indicated on the envelope. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing a Proposal are provided herein.

This solicitation is being done by the **Crane Elementary School District #13** as a member of the Yuma Educational Purchasing Association (YEPA) and the Strategic Alliance of Volume Expenditures (SAVE) Cooperative. While this Bid is for the **Crane Elementary School District #13**, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorized and governs intergovernmental procurements. Members of “YEPA” and “SAVE” are school districts and other public agencies that have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible School Districts and other public agencies identified therein, recognizing potential equipment, logistical and capacity limitations by vendor may limit “piggybacking” of this award. Individual school districts would negotiate service with successful vendors using the bid pricing quoted herein. No volume is implied or guaranteed.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

 <hr/> Jennifer Bosch, Procurement Manager 928-373-3415 928-783-8465 Fax	<hr/> April 17, 2013 Date
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 	<b>COOPERATIVE PURCHASING</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 3 Of 44	

This solicitation is being done by the Crane Elementary School District #13 as a member of the Yuma Educational Purchasing Association (YEPA) and the Strategic Alliance of Volume Expenditures (SAVE) and is acting as lead district. Any contract resulting from this solicitation shall be for the use of its members. In order to participate in any resultant contract, a school district must have entered into a cooperative purchasing agreement with YEPA and/or SAVE as required by School District Procurement Rule A.A.C. R7-2-1095. No volume is implied or guaranteed.

Below is a list of current member districts in the Cooperative who potentially may wish to utilize this contract. Other school districts in and around Yuma County or within the State of Arizona may be added during the term of the contract by YEPA or SAVE with the approval of the lead district and the contract vendor. The estimated volume of purchases by other districts within YEPA and/or SAVE have been taken into consideration by the lead district and all other school districts or public entities that are not members of YEPA or SAVE are prohibited from using the contract.

**Yuma Educational Purchasing Association Cooperative Purchase Agreements**

- |  |   |
|--|---|
| Antelope Union High School District No. 50 | Mohawk Valley School District No. 17      |
| Arizona Western College                    | Somerton School District No. 11           |
| City of San Luis                           | Wellton Elementary School District No. 24 |
| City of Yuma                               | Yuma County                               |
| Crane Elementary School District No. 13    | Yuma Elementary School District No. 1     |
| Gadsden School District No. 32             | Yuma Union High School District No. 70    |

This request for Proposal is being facilitated by the **Crane Elementary School District #13**, as a member of the Strategic Alliance of Volume Expenditures. Below is a list of current members in this co-operative who potentially may wish to utilize this contract. **No volume is implied or guaranteed.**

**Strategic Alliance of Volume Expenditures "SAVE", as of March 18, 2013**

**Municipalities**

- City of Apache Junction
- City of Avondale
- City of Bullhead City
- City of Casa Grande
- City of Chandler
- City of Cottonwood
- City of Douglas
- City of Eloy
- City of Flagstaff
- City of Glendale
- City of Goodyear
- City of Maricopa
- City of Mesa
- City of Page
- City of Peoria
- City of Phoenix
- City of Prescott
- City of Safford
- City of Scottsdale
- City of Sierra Vista
- City of Somerton
- City of Surprise
- City of Tempe
- City of Tolleson
- City of Tucson
- City of Willcox
- City of Winslow
- City of Yuma
- Town of Buckeye
- Town of Camp Verde

- Town of Cave Creek
- Town of Chino Valley
- Town of Florence
- Town of Fountain Hills
- Town of Gila Bend
- Town of Gilbert
- Town of Marana
- Town of Miami
- Town of Oro Valley
- Town of Paradise Valley
- Town of Prescott Valley
- Town of Queen Creek
- Town of Sahuarita
- Town of Superior
- Town of Wickenburg

**Counties**

- Apache County
- Cochise County
- Coconino County
- Gila County
- Graham County
- La Paz County
- Maricopa County
- Mohave County
- Navajo County
- Pima County
- Pinal County
- Santa Cruz County
- Yavapai County
- Yuma County

RFP: C-007-1213 – INVESTMENT BANKING SERVICES

Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>COOPERATIVE PURCHASING</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 4 Of 44	

**Higher Education**

Arizona State University  
 Arizona Western College  
 Central Arizona College  
 Central Arizona Valley Institute of Technology (CAVIT)  
 Cochise County Community College District  
 Coconino County Community College District  
 Diné College  
 East Valley Institute of Technology (EVIT)  
 Gila Institute for Technology, a Joint Technology Education District (JTED)  
 Graham County Community College District  
 Maricopa Community College District  
 Mohave Community College  
 Northern Arizona University  
 Pima Community College  
 Pima Prevention Partnership dba Pima Partnership Academy,  
 Pima Partnership High School &  
 Phoenix Collegiate High School  
 University of Arizona  
 Yavapai College

**Political Agencies**

Arizona Supreme Court  
 Central Arizona Project  
 Housing Authority of Maricopa County  
 Maricopa Association of Governments  
 Maricopa Integrated Health System  
 Superior Court of Arizona, Maricopa County  
 Tucson Airport Authority  
 Valley Metro Regional Public Transit Authority  
 Phoenix-Mesa Gateway Airport Authority

**Misc. Agencies**

Central Arizona Water Conservation District (CAWCD)  
 Central Yavapai Fire District  
 Drexel Heights Fire District  
 Fire District of Sun City West  
 Mary C. O'Brien ASD  
 Mountain Institute JTED  
 Mt. Lemmon Fire District  
 North Country Community Health Center  
 Northeast AZ Tech Institute of Voc Ed  
 Northwest Fire District  
 Pima County Joint Technology District #11 (JTED)  
 Pima County School Reserve Fund  
 Shonto Preparatory Schools  
 Superstition Mtn Community Facilities District  
 Sun City West Fire District

**School Districts**

Agua Fria Union High School District # 216  
 Alhambra Elementary School District # 68  
 Altar Valley School District #51  
 Amphitheater Unified School District #10  
 Antelope Union High School #50  
 Apache Junction Unified School District # 43  
 Arlington Elementary School District #47  
 Ash Fork Joint Unified School District  
 Avondale Elementary School District #44  
 Balsz Elementary School District #31  
 Beaver Creek School District #26  
 Benson Unified School District #9  
 Bisbee Unified School District #2  
 Blue Ridge Unified School District #32

Bonita School District #6  
 Bouse Elementary School District  
 Buckeye Elementary School District #33  
 Buckeye Union High School District #201  
 Bullhead City Elementary School District #15  
 Camp Verde Unified School District #28  
 Cartwright Elementary School District #83  
 Casa Blanca Middle School dba Vah Ki Middle School  
 Casa Grande Elementary School District  
 Casa Grande Union High School District  
 Catalina Foothills Unified School District #16  
 Cave Creek Unified School District #93  
 Cedar Unified School District #25  
 Chandler Unified School District # 80  
 Chinle Unified School District #24  
 Chino Valley Unified School District #51  
 Clarkdale-Jerome School District #3  
 Coconino County Regional Accommodation District #99  
 Colorado River Union High School District  
 Continental Elementary School District #39  
 Coolidge Unified School District #21  
 Cottonwood-Oak Creek School District #6  
 Crane Elementary School District # 13  
 Creighton School District #14  
 Deer Valley Unified School District #97  
 Double Adobe Elementary School District #45  
 Douglas Unified School District #27  
 Dysart Unified School District # 89  
 Eloy Elementary School District #11  
 Elfrida Elementary School District #12  
 Flagstaff Unified School District # 1  
 Florence Unified School District # 1  
 Flowing Wells Unified School District #8  
 Fort Huachuca Accommodation School District  
 Fort Thomas Unified School District #7  
 Fountain Hills Unified School District #98  
 Fowler Elementary School District #45  
 Gadsden Elementary School District # 32  
 Ganado Unified School District #20  
 Gila Bend Unified Schools  
 Gilbert Unified School District #41  
 Glendale Elementary School District #40  
 Glendale Union High School District  
 Globe Unified School District #1  
 Grand Canyon Unified School District #4  
 Hackberry Elementary School District #3  
 Heber-Overgaard Unified School District #6  
 Higley Unified School District #60  
 Holbrook Unified School District #3  
 Humboldt Unified School District #22  
 Hyder Elementary School District #6  
 Indian Oasis-Baboquivari School District #40  
 Isaac Elementary School District # 5  
 J.O. Combs Elementary School District #44  
 Joseph City Unified School District #2  
 Kayenta Unified School District #27  
 Kingman Unified School District #20  
 Kyrene Elementary School District #28  
 Lake Havasu Unified School District # 1  
 Laveen Elementary School District #59  
 Liberty Elementary School District #25  
 Litchfield Elementary School District #79  
 Littlefield Unified School District #9  
 Littleton Elementary School District #65  
 Madison Elementary School District #38

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	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 5 Of 44	

**School Districts (continued)**

Maine Consolidated School District Mammoth-San Manuel Unified School District #8 Marana Unified School District #6 Maricopa Regional School District #509 Maricopa Unified School District Mayer Unified School District #43 Mesa Unified School District # 4 Mobile Elementary School District #86 Mohave Valley Elementary School District #16 Mohawk Valley School District # 17 Morenci Unified School District #18 Murphy Elementary School District #21 Naco Unified School District #9 Nadaburg Elementary District #81 Nogales Unified School District # 1 Osborn Elementary School District #8 Page Unified School District #8 Palo Verde Elementary School District #49 Paradise Valley Unified School District #69 Parker Unified School District #27 Patagonia Elementary School District #6 Patagonia Union High School District #92 Payson Unified School District #10 Peach Springs Unified School District #8 Pendergast School District #92 Peoria Unified School District #11 Phoenix Elementary School District # 1 Phoenix Union High School District #210 Picacho Elementary School District #33 Pima Unified School District #6 Pine Strawberry Elementary School District #12 Pinon Unified School District #4 Prescott Unified School District #1 Quartzsite Elementary School District #4 Queen Creek Unified School District # 95 Red Mesa Unified School District #27 Riverside Elementary School District #2 Roosevelt Elementary School District # 66 Round Valley Unified School District #10 Sacaton Elementary School District #18 Saddle Mountain Unified School District #90 Safford Unified School District #1	Sahuarita Unified School District #30 San Carlos Unified School District #20 Sanders Unified School District #18 Santa Cruz Valley Unified School District #35 Santa Cruz Valley Union High School District #840 Scottsdale Unified School District # 48 Sedona-Oak Creek Unified School District #9 Sentinel Elementary School District #71 Show Low Unified School District #10 Sierra Vista Unified School District # 68 Snowflake Unified School District #5 Somerton Elementary School District #11 Stanfield Elementary School District #24 St. David Unified School District #21 St. Johns Unified School District Sunnyside Unified School District #12 Superior Unified School District #15 Tanque Verde Unified School District #13 Tempe Elementary School District # 3 Tempe Union High District # 213 Thatcher Unified Schools Toltec Elementary School District #22 Tolleson Elementary School District #17 Tolleson Union High School District # 214 Tombstone Unified School District #1 Tuba City Unified School District #15 Tucson Unified School District Union Elementary School District #62 Vail Unified School District #20 Valley Union High School District #22 Washington Elementary School District # 6 Wellton Elementary School District #24 West-MEC District #402 Whiteriver Unified School District #20 Wickenburg Unified School District #9 Willcox Unified School District Williams Unified School District #2 Wilson Elementary School District #7 Window Rock Unified School District #8 Winslow Unified School District #1 Young Public School District Yuma Elementary School District # 1 Yuma Union High School District # 70
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Visit <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf> for the most recent listing

 	<b>TABLE OF CONTENTS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 6 Of 44	

<u>Section</u>	<u>Page</u>
YEPA & SAVE Membership Listing .....	3
Uniform Instruction to Offerors .....	7
Uniform General Terms and Conditions .....	13
Special Terms and Conditions .....	22
Scope of Services .....	29
Proposal Requirements.....	31
Attachment A, Drug Free Workplace .....	33
Attachment B, No Bid Form .....	34
Attachment C, Cost Proposal.....	35
Attachment D, RFP Acknowledgement.....	38
Attachment E, Addendum Acknowledgement Form .....	39
Offer and Acceptance Form .....	40
Non-Collusion Statement .....	41
Attachment F, Deviation/Exceptions .....	42
I.R.S. W-9 Form, Request for Taxpayer Identification Number .....	43

**DOCUMENTS REFERENCED:**

You may access a copy of the documents referenced within this proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at  
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
<http://www.yepa.us/docs/azschooldistrictprocurementcode.pdf>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://www.yepa.us/docs/w-9.pdf>

 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 7 Of 44	

## UNIFORM INSTRUCTIONS TO OFFERORS

### 1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District/public entity.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“School District/Public Entity”** means the School District/public entity that executes the contract.
- L. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- M. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- N. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

	<b>UNIFORM INSTRUCTONS TO OFFERORS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 8 Of 44	

## 2. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

## 3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.

	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 9 Of 44	

- B. Typed or Ink: Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.

Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Request for Proposals: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.

 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 10 Of 44	Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement of Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Special Instructions to Offerors; and
  8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
4. **Submission of Offer**
- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/public entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 11 Of 44	Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

**5. Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  1. Waive any minor informality;
  2. Reject any and all offers or portions thereof; or
  3. Cancel a solicitation.

**6. Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. Multiple awards will be made to the least number of vendors required to meet the needs of the participating Districts. The Procurement Officer makes the determination if an aggregate award to one Offeror is not in the School District/public entity's interest. "All or none" Offers shall be rejected.

 	<b>UNIFORM INSTRUCTIONS TO OFFERORS</b>		Crane School District #13
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 12 Of 44	Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Mike Wicks, Executive Director of Management Services. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 13 Of 44	

1. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Arizona Procurement Code. The Arizona State Board of Education school district procurement rules, A.A.C. R7-2-1001 et seq., or public entity procurement rules are a part of this contract as if fully set forth in it.
- C. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- D. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform General Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents Referenced in the Solicitation;
- E. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- F. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- G. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- H. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 14 Of 44	

- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

**4. Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 15 Of 44	

1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

**5. Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.

**6. Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 16 Of 44	

purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. 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; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ;  
or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 17 Of 44	

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

**7. Warranties**

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials or services are used;
3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 18 Of 44	

Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. School District/Public Entity's Contractual Remedies**

A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 19 Of 44	

**9. Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 20 Of 44	

2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity reprocurring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

11. **Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. YEPA and SAVE are groups of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This Solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities.

- A. An eligible School District/public entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other vendor for the same or similar products, materials, and/or services.
- B. The eligible School District/public entity shall:
  1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
  2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District shall be the exclusive obligation of the School District.
  3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/public entity, and the eligible School District/public entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District.
  4. The exercise of any rights or remedies by the eligible School District/public entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

 	<b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 21 Of 44	

12. **Gift Policy**  
YEPA and SAVE will accept no gifts, gratuities or advertising products from vendors. YEPA and SAVE have adopted a zero tolerance policy concerning vendor gifts. Members of YEPA and/or SAVE may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 22 Of 44	Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

## 1. ABOUT THE DISTRICT

The Crane Elementary School District No. 13 is a political subdivision of the State of Arizona and Yuma County. Crane Elementary School District is located in Yuma County, in the southwestern portion of the County. The District currently serves approximately 6,500 students K-8, in ten schools and approximately 700 individuals on staff. The District covers approximately 44 square miles. The Crane Elementary School District (CESD or "the District") is the issuing entity for YEPA and SAVE with Kyrene Elementary School District No. 28, Maricopa Unified School District No. 20, Paradise Valley Unified School District No. 69, Wickenburg Unified School District No. 9, each expressing an interest in participating.

## 2. PURPOSE

The Crane Elementary School District and the named districts as members of YEPA and/or SAVE require the services of **qualified Investment Banking firms to provide services in the sale of general obligation bonds (or other debt) for a possible district bond issue. Assistance with a future bond election may be part of these services. The firm will also provide assistance to the District in the following: the purchase of bonds, sale of bonds, re-financing of bonds, financial and tax advice, assistance in bond and over-ride elections and other services as needed.**

## 3. INSURANCE

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful offeror may be required to provide proof of and maintain comprehensive general liability insurance, or self insurance, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming **Crane Elementary School District #13** and Members of the Yuma Educational Purchasing Association "YEPA" and the SAVE cooperative members as an additional insured party.

## 4. SAFETY

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 23 Of 44	

## 5. EVALUATION SCHEDULE

The proposals will be initially evaluated for conforming to the requirements of the RFP. Then a technical score will be given. As part of the RFP process, the District anticipates that the firms, with the highest scores above the minimum, will move to the next level of review or may be asked to provide additional information and/or be interviewed to determine the best interests of the District. If any questions arise, they may be emailed or faxed to each firm. The District does not expect to ask for a Best and Final, but reserves the right to do so.

## 6. TERMS OF AWARD

It is the intent of the District to award a multi-term contract, beginning during the fiscal year 2013-2014, and continuing for one year after award. Assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of the contract, not to exceed five (5) consecutive fiscal years. Renewal shall be by mutual agreement of the awarded firm (or firms) and the Crane Elementary School District. However, no contract exists unless and until a purchase order is issued each fiscal year. Conditions for renewal of contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the proposal documents, and continued competitive prices for the services provided under the original contract.

## 7. SINGLE/MULTIPLE AWARDS

The District may award a contract under this solicitation to a single vendor.

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District.

The District reserves the right to make a multiple award at the discretion of the Governing Board.

## 8. AWARD BASIS

The successful proposal will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. RFP's are awarded to the most advantageous proposal offering as determined by the District using the Evaluation Criteria listed within this document.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the solicitation, or on the offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the offeror's formal offer. For the absence of any statements of deviation or exception, the Proposal shall be accepted as in strict compliance with all terms and conditions.

If a contractor receives an award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Invitation for Bid, or is unable to hold Proposal price, or fails to provide product or service

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 24 Of 44	

within a reasonable period of time, AND/OR fails to provide product complying with bid specifications, as determined by the District, the District reserves the right to go to the next lowest Proposal price of equal quality which meets bid specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

**9. EVALUATION CRITERIA LISTED IN RELATIVE ORDER OF IMPORTANCE**

Representatives of the District will evaluate the proposals and rank them from the most likely to the one least likely to meet the requirements outlined in the RFP. If several proposals are very closely ranked, the District may call for interviews to assist in the decision making. In addition to interviews, the District reserves the option to call for and enter into discussions with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District and the participating districts.

Evaluation of Proposals will be based upon the assessment of the following criteria:

9.1.1. Qualifications of Investment Banking Firm (500 pts.) –

- 9.1.1.1 Demonstrated investment banking experience with Arizona school districts of similar size and complexity; (100 pts.).
- 9.1.1.2 Demonstrated ability to meet with District personnel to discuss relevant issues, such as capital needs, bond issuance process, and scheduling of elections; (100 pts.).
- 9.1.1.3 Demonstrated ability to work positively with public agencies and to provide public reports in a professional manner representing the District; (100 pts.).
- 9.1.1.4 The Investment banking firm must be an equal opportunity employer who has a record or fair employment with regard to race, religion, sex or ethnic origin. The firm is cognizant of the need for sensitivity training in regards to sexual harassment; (100 pts.).
- 9.1.1.5 Demonstrate ability to perform all the tasks listed or to be able to get them done for the District seamlessly; (100 pts.).

9.1.2. Staffing – Proposals will be judged on their management, organization and staffing approach including, but not limited to the following (300 pts.):

- 9.1.2.1 Firm's ability to staff the program with professional personnel that meet District requirements and are trained in the bond issuance and sale process, bond and over-ride elections; (150 pts.).
- 9.1.2.2 Firm's ability to enhance professional working relationship among the financial professionals serving the District. Firm's ability to maintain consistent staffing for the duration of each project; (150 pts.).

9.1.3. Fees – The District is requiring each offeror to submit a menu plan for types of services from which the District may choose any and/or all. A form has been provided. While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted (200 pts.).

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 25 Of 44	

The following form will be used as a preliminary evaluation tool for award. Please use this as a check list to assure your compliance to the requested needs:

**Firm/Person:** \_\_\_\_\_

	YES	NO
A. Firm's qualifications are included.	<input type="checkbox"/>	<input type="checkbox"/>
B. Staffing qualifications are enclosed, including resume of each proposed professional to work with the District (including languages that are written/spoken). (The District <u>must</u> approve any changes to the proposed representative(s) of the firm)	<input type="checkbox"/>	<input type="checkbox"/>
C. Five Arizona school districts' reference information is enclosed and available as specified in the solicitation.	<input type="checkbox"/>	<input type="checkbox"/>
D. Five Arizona school districts' information on election assistance is enclosed and available as specified in the solicitation.	<input type="checkbox"/>	<input type="checkbox"/>
E. Fees and costs are enclosed as specified.	<input type="checkbox"/>	<input type="checkbox"/>
F. One original and <u>3</u> copies are enclosed.	<input type="checkbox"/>	<input type="checkbox"/>
G. Electronic version in Microsoft Word or PDF format on CD or thumbdrive.	<input type="checkbox"/>	<input type="checkbox"/>
H. Non-Collusion document is properly completed.	<input type="checkbox"/>	<input type="checkbox"/>
I. Offer & Acceptance sheet of this solicitation is properly signed.	<input type="checkbox"/>	<input type="checkbox"/>

Other factors to be considered in making the award include, but are not limited to: conformity with specifications, resources of the offeror, variety of services and related materials available, support available from offeror's representative, reliability of offeror, satisfaction of offeror's previous service, time for delivery, user need and preference, and adherence in providing information as requested in this Request for Proposal.

All proposals shall be open for public inspection after contract award, except to the extent the offeror designates, and the District concurs, that trade secrets or other proprietary data contained in the bid documents remain confidential.

Award may be made to more than one vendor. Recommendation for award to the Governing Board of the Crane Elementary School District is anticipated in June 2013.

**10. BILLING**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued **by Crane Elementary School District #13** or a member of the "YEPA" and/or "SAVE" will refer to the RFP number of this bid.

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 26 Of 44	

## 11. PAYMENT CLAUSE

Payment will be allocated in the following manner by each district. Payment will be made after services are received and after receipt of an invoice.

## 12. PRICE CLAUSE

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the offer.

After initial contract term and prior to any contract renewal, the **Crane Elementary School District #13** will review fully documented requests for price increases that could not have been foreseen or predicted for **INVESTMENT BANKING SERVICES** and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the **Crane Elementary School District #13**.

Upon receipt of the notification, CESD No. 13 will review with vendor, by the district's choice either in person or over the phone the changes. The adjustments will go into effect for any new purchase orders. CESD No. 13 will notify YEPA and SAVE members by email of the changes.

## 13. AWARD

It is expected that the award for this contract will be made in June 2013.

## 14. SMALL ORDER EXCEPTIONS

Within the duration of this contract, there will be times when a singular, low balance item will appear that is low in quantity or needed immediately and small in price. In this case, the District's process of preparing a purchase order may far exceed the cost of the item(s) being ordered. In such situations, the District reserves the right to attach the small quantity/small priced item to the purchase order of another awarding vendor. This scenario is a random and infrequent situation and all awarding vendors may have equal opportunity, within the duration of the contract, to have an add-on item included in their purchase order.

## 15. LOBBYING

PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE BUSINESS OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Proposer or any individuals that lobby on behalf of Proposer during the time specified will result in the rejection and disqualification of said proposal.

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 27 Of 44	

## 16. CLARIFICATION OF PROPOSAL REQUIREMENTS

It is the responsibility of all vendors to examine the Proposal Package and seek clarification of any item or requirement that may be clear or unclear to them and to check all proposals for accuracy before submittal to the District. Any questions regarding the proposal can be answered by emailing Jennifer Bosch, Procurement Manager at [jbosch@craneschools.org](mailto:jbosch@craneschools.org). Mrs. Bosch is authorized only to direct the attention of prospective vendors to various portions of the RFP so that they may read and interpret such for themselves. Neither Mrs. Bosch nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

- Questions are due by **May 6, 2013**, at noon, local time. All questions received will be addressed through an addendum.
- Addendum will only be emailed to registered vendors. It is the vendors' responsibility to check for any addendums at the AZ Purchasing website ([www.azpurchasing.org](http://www.azpurchasing.org)).
- No addendum will be issued later than five calendar days prior to the date of receipt of proposals except an addendum withdrawing the RFP or one, which includes postponement of the date for receipt of proposals. All addendums must be acknowledged using the Addendums Acknowledgement form included in this document.
- No verbal or written information, which is obtained other than, by information in this document or by addendum to this RFP, will be binding on the District.

## 17. ASSIGNMENT

No right or interest in this contract shall be assigned by the contractor, and no delegation of any duty of the contractor shall be made, without the prior written consent of the District. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## 18. POSSESSION OF FIREARMS/DRUG-FREE/SMOKE-FREE WORKPLACE

- Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated.
- Possession and/or use of Tobacco Products is strictly prohibited by *ARS 36-798.03*
- "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. *ARS 13-3102*
- No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor.

 	<b>SPECIAL TERMS &amp; CONDITIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 28 Of 44	

- If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement will be terminated.

**19. CONFLICT OF INTEREST:**

- A. All offerors must disclose the name of any officer, director, or agent who is also an employee or Governing Board Member of the Crane Elementary School District No. 13, Kyrene Elementary School District No. 28, Maricopa Unified School District No. 20, Paradise Valley Unified School District No. 69, Wickenburg Unified School District No. 9, as well as members of the YEPA or SAVE cooperatives.
- B. All offerors must disclose the name of any District employee or Governing Board Member who owns, directly or indirectly, any interest in the offeror's business or any of its branches.

 	<b>SCOPE OF SERVICES</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 29 Of 44	

**PURPOSE:**

The Crane Elementary School District (CESD or “the District”) is the issuing entity for YEPA and SAVE with Kyrene Elementary School District No. 28, Maricopa Unified School District No. 20, Paradise Valley Unified School District No. 69 and Wickenburg Unified School District No. 9. The members of YEPA and/or SAVE will have the ability to use the resulting contract. The listed districts and other members of YEPA and/ or SAVE are in the process of either getting ready to go to the voters this year, selling additional bonds or obligations, or refinance existing bonds. The investment banking firm will also provide YEPA and SAVE member services related to the planning, issuance and sale of debt obligations.

**SCOPE OF INVESTMENT BANKING SERVICES:**

The investment banking firm is to be responsible for all duties and services necessary or advisable to facilitate the issuance of bonds and other debt obligations, bond and over-ride elections, and other obligations, including, but not limited to:

1. devising and recommending to the District a plan of financing for bonds or debt obligations to be issued, which plan shall include a maturity schedule, projected tax rates and other terms and conditions, as will result in the most advantageous terms to the District, consistent with a minimum effective interest rate;
2. determining the timing of the offering and the sizing of the issue;
3. participating in document preparation and assisting bond counsel in the coordination of the offering;
4. preparing such information, as necessary, for the rating of the entity and upon the District approval, assisting in the presentation to stakeholders; assisting the District in maintaining on-going relationships with the credit rating agencies;
5. participating in Preliminary Official Statement (POS) and Official Statement (OS) assemblage, preparation and delivery of a “camera-ready” copy to the printer;
6. advising the District concerning the need for credit enhancement and assisting in the negotiations in connection therewith;
7. assisting in the approval process of the bond issue by the Governing Board and any other entity as necessary to the issuance of the bonds or debt obligation;
8. assisting in closing details and post-closing duties, including the development of closing memorandum and a final report to the Bond Review by the Governing Board to include a recap of the bond sale;
9. answering questions or requests for additional information from prospective investors;
10. underwriting of debt securities and/or evaluating any proposals submitted for the purchase of bonds;
11. assisting the District with respect to the investment of bond proceeds, if necessary, and recommending an entity to calculate arbitrage earnings;

 	<b>SCOPE OF SERVICES</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 30 Of 44	

12. assisting the District in providing information to various legislators and other state or federal agencies;
13. advising the staff of the District and the Governing Board of ongoing developments in the bond industry as they affect the District;
14. soliciting pricing quotes for and paying for, on behalf of the District, fees associated with the printing of bond offering documents, ratings, trustee and paying agent fees and related services when necessary;
15. monitoring the costs of fees and expenses incurred in connection with the issuance of the bonds;
16. maintain records of debt service on all outstanding obligations;
17. monitoring and advising the District on refunding opportunities, derivatives and other financial products that would help the District lower its cost of borrowing;
18. value added service such as:
  - a. analyze the cash flows of the district for the purposes of identifying cash shortfalls; and/or
  - b. assistance with over-ride elections;
  - c. assist with identifying the cost/benefit of issuing Tax Anticipation Notes (TANS); and/or
  - d. assistance with facilitating the issuances of TANS, as needed; and/or
  - e. assistance with understanding of SFB issues as they relate to the need to bond;
19. assisting with lease-purchase financings or other obligations for capital projects including but not limited to real property and energy savings measures.
20. all other matters necessary or incidental to the issuance and administration of debt obligations.

In addition, the Investment Banker shall advise the District on any matters that might have an effect on the District or any of its outstanding issues.

**MANDATORY QUALIFICATIONS:**

The following qualifications are mandatory for offerors submitting proposals:

1. Must provide evidence of successful financial services in the sale of bonds or debt obligations for Arizona school districts;
2. Must have a public finance office within Arizona over the last five (5) years and a public finance officers with a Series 53 or Series 24 license;
3. Must provide evidence of capabilities in debt structuring, advising and issuance of the sale of bonds for school districts;
4. Must be able to provide evidence of liability and errors and omissions insurance or self insurance in the minimum amount of \$1,000,000.

 	<b>PROPOSAL REQUIREMENTS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 31 Of 44	

**PROPOSAL FORMAT:**

One Original, marked "Original", and three (3) copies, marked "copies", of your Proposal should be submitted. One **electronic version** in Microsoft Word or PDF formatted on a CD or thumb drive shall be included in your sealed container. The proposal must conform to the format stated below. The **Crane Elementary School District No. 13** will not assume responsibility for any costs related to the preparation or submission of the offer.

- A. Title Page and Letter of Transmittal: The proposal must contain a title page that identifies the RFP and subject, firm name, address, telephone and fax numbers, name and title of contact person and date of proposals submittal. The title page must also state the period the proposal is effective (non-rescindable). In addition to the title page, please provide a brief cover letter describing the firm's overall commitment to service of YEPA and SAVE members.
- B. Content of the Proposal

Tab 1: The Firm: A brief summary of the Investment Banking Firm.

1. Firm department organization and management relative to serving YEPA and SAVE members.
2. Qualifications and experience of your firm providing similar services of this nature. Include in this section, relevant general obligation and other debt obligation financings for Arizona school districts, municipalities, state agencies, etc. The District considers Arizona experience most relevant.
3. Report the fee paid, if any, by the firm to persons who are not employees to obtain business from the District. With respect to the parameters of MSRB Rule G-37, disclose any political contributions within the past two years to any official of the District. Within the past 5 years, has your firm and/or any of its principals been the subject of any investigation relating to the municipal industry by the SEC, NASD, NYSE or any other Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry? Within the past 5 years, has your firm and/or any of its principals been involved in any litigation, arbitration, disciplinary or other action arising from the firm's underwriting, management or handling of municipal securities?

Tab 2: Personnel:

1. The names of persons authorized to represent the firm, their titles, addresses, telephone numbers and email addresses.
2. The banker(s)/consultant(s) who will be serving the YEPA & SAVE members.
3. A background of the banker(s)/consultant(s) experience specifically relating to the services to be provided in this field, including a brief bio and table listing YEPA and/or SAVE member clients and associated services provided to YEPA and/or SAVE clients.

	<b>PROPOSAL REQUIREMENTS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 32 Of 44	

4. Provide a table listing the number of municipal sales representatives and the number of municipal trading and underwriting professionals assigned to support the sales, trading, and underwriting of debt obligations of YEPA and/or SAVE members.

Tab 3: Scope of Services:

A brief summary of the scope of services to be provided by the firm (see list of required services on pages 29-30), including method of approach to the delivery of these services.

Tab 4: References:

1. A minimum of five (5) firm references in providing services for bond issues with other school districts within the State of Arizona.
2. A minimum of five (5) references for each banker to be assigned to the District that may include school districts and financial institutions.

Tab 5: Cost Proposal:

The cost proposal form (as provided) must be completed and include the fees of the proposed services to be provided including those provided at no charge. \* **The cost portion of this proposal must be submitted in a sealed envelope separate from but together with the proposal, clearly marked "Cost Proposal". Include one original and three copies of the cost proposal.**

Tab 6: Attachments:

All forms must be fully completed and signed:

1. Offer & Acceptance Sheet
2. Drug Free Workplace
3. Deviations/Exceptions
4. Acknowledgement of Addendum
5. Non-Collusion Statement
6. Cost Proposal
7. RFP Acknowledgement
8. W-9 Form

**PROPOSAL EVALUATION:**

The District, the school districts listed on page 29, as well as any outside experts the District considers necessary will evaluate the proposals and rank them upon the criteria outlined below:

The following factors will be considered in the evaluation process:

1. Responsiveness of the offer to the RFP;
2. Investment Banking services to be provided;
3. Arizona Experience and Expertise of Firm/Assigned Investment Bankers;
4. Value added services available;
5. Cost of Services to be provided.

RFP: C-007-1213 – INVESTMENT BANKING SERVICES

Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>ATTACHMENT A: DRUG FREE WORKPLACE</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 33 Of 44	

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal at time of bid opening to be considered.**

 	<b>ATTACHMENT B: NO BID FORM</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 34 Of 44	

### STATEMENT OF NO BID

If you are not bidding on this service/commodity, please use the ability to "No Bid" on the website or complete and return this form to: **FAX: 928-783-8465**

(Please *print* or *type*, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Crane Elementary School District No. 13.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to solicitation because of the following reasons:

Service/Commodity:

- We do not offer this product/service or the equivalent.
- Insufficient time to respond to the solicitation.
- Remove our name from this bid list only.
- Our product/service schedule would not permit us to perform.
- Unable to meet bid requirements.
- Other. (Specify below)

REMARKS:

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

 	<b>ATTACHMENT C: COST PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 35 Of 44	

**ABOUT YOUR FIRM**

I. Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Web address: \_\_\_\_\_

II. Staff:  
Personnel on staff and number of years of experience in the field who would be assigned to the account.

\_\_\_\_\_  
Name # of Years Experience

\_\_\_\_\_  
Name # of Years Experience

\_\_\_\_\_  
Name # of Years Experience

III. List of Arizona School District and/or other Arizona Political Subdivisions for whom you have performed services in the last four years.

Date	Arizona School District / Arizona Political Subdivision	Par Value	Security Type	Sale Type	Role	Staff Assigned

	<b>ATTACHMENT C: COST PROPOSAL</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 36 Of 44	

- IV. You may attach any supplementary data that will enable the District to become better aware of your background and experience.
- V. It must be understood by the offeror that payment for services rendered to the Districts will be paid from bond funds upon the sale of bonds or debt obligations. Should the Governing Board not call for the bond election, or the bond election fail to pass, any services rendered will be on a no charge basis, except for any fees (hourly or otherwise) associated with additional services outlined in the cost proposal.
- VI. The proposal response is to be submitted as Dollars per \$1,000.00 (one thousand dollars) of principal amounts of bond. For small bonds, a rate with a minimum is suggested. List below, the dollar cost for all services that you will provide relating to authorization and the issuance of bonds where there is a charge.

**VII. COST FORM**

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Million or more
<b>New Debt Obligation</b>							
Fee for Underwriting when there is no Financial Advisor							
Fee for Financial Advisor							
Fee for Underwriting when there is a Financial Advisor							
<b>Refinancing</b>							
Fee for Underwriting when there is no Financial Advisor							
Fee for Financial Advisor							
Fee for Underwriting when there is a Financial Advisor							



**ATTACHMENT C: COST PROPOSAL**

RFP: C-007-1213  
PROJECT: INVESTMENT BANKING SERVICES

Page  
37  
Of  
44

Crane School  
District #13  
Purchasing Office  
4250 W. 16<sup>th</sup> St.  
Yuma, AZ 85364  
928-373-3415  
Fax: 928-783-8465

<b>Services and Fees</b>	
Over-ride Election Services Per Hour	
Other Charges for Services you may provide	
Value Added Services and Number of Hours Included	
Fee for Additional Hours of Value Added Services	
List all items that you would expect to be reimbursed for during the course of the resulting contract	

**PLEASE BE COMPLETE**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

My signature binds my firm to the terms and conditions within this proposal at the fees set forth. All fees shall remain firm for the first year and for each of the four possible extensions of this contract.

\* The cost portion of this proposal must be submitted in a sealed envelope separate from but together with the proposal, clearly marked "Cost Proposal". Include one original and three copies of the cost proposal as well.

RFP: C-007-1213 – INVESTMENT BANKING SERVICES

Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>ATTACHMENT D: RFP ACKNOWLEDGEMENT</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 38 Of 44	

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Would you be willing to allow other members of the "YEPA" and/or "SAVE" cooperative to utilize this RFP and purchase from the contract if awarded through this RFP\*?     Yes     No

\*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the "YEPA" and "SAVE", to issue this Proposal on behalf of these cooperatives to allow the other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Name of Company Proposing	Date Signed			
Authorized Signature/Local Representative	Telephone/Fax Number			
Type Name and Position Held with Company	Email			
Mailing Address	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">City</td> <td style="width: 33%; border-bottom: 1px solid black;">State</td> <td style="width: 33%; border-bottom: 1px solid black;">Zip</td> </tr> </table>	City	State	Zip
City	State	Zip		

 	<b>ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT FORM</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: C-007-1213 PROJECT: INVESTMENT BANKING SERVICES	Page 39 Of 44	

This page is used to acknowledge any and all addendums that might be issued. If no addendum is issued, you need not return this page. Your signature indicates that you took the information provided in the addendum into consideration when providing your response.

Please sign and date

ADDENDUM NO. 1

Acknowledgement \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM NO. 2

Acknowledgement \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM NO. 3

Acknowledgement \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM NO. 4

Acknowledgement \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

ADDENDUM NO. 5

Acknowledgement \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

	<b>OFFER AND ACCEPTANCE</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 40 Of 44	

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Sales License No. \_\_\_\_\_

For clarification of this offer

**Company is: (Please check all that apply)**

- Corporation
- Partnership
- Limited Partnership
- Sole Proprietorship
- Other (Please explain)

Printed Name \_\_\_\_\_

Phone \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Arizona Offerors Only

Sales Tax % to be applied: \_\_\_\_\_

**CERTIFICATION**

By signature in the Offer section above, the offeror certifies:

The submission of the Proposal did not involve collusion or other anti-competitive practices. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the Proposal with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):**

**The Proposal is hereby accepted.**

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/public entity. This contract shall henceforth be referred to as Contract No. **CESD RFP #: C-007-1213**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed. **Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**Jennifer Bosch • Procurement Manager • Crane Schools • Date**

RFP: C-007-1213 – INVESTMENT BANKING SERVICES

Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

 	<b>NONCOLLUSION AFFIDAVIT</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 41 Of 44	

State of Arizona )  
) ss.  
County of )

\_\_\_\_\_, affiant,  
(Name)

the \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractor/Vender)

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

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for the

State of \_\_\_\_\_

County of \_\_\_\_\_

 	<b>ATTACHMENT F: DEVIATIONS/EXCEPTIONS</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 42 Of 44	

Please use this space to list any deviations or exceptions for any item listed under "SCOPE OF SERVICES". The item number must be listed and any deviation/exception or inability of the consultant to handle that particular item, must be clearly and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

Acknowledgement \_\_\_\_\_  
Signature / Printed Name \_\_\_\_\_ Date \_\_\_\_\_

RFP: C-007-1213 – INVESTMENT BANKING SERVICES  
Sealed Proposal Due: Tuesday, May 14, 2013 at 2:00 P.M. Mountain Standard Time

	<b>I.R.S. W-9 FORM</b>		Crane School District #13 Purchasing Office 4250 W. 16 <sup>th</sup> St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465
	RFP: <b>C-007-1213</b> PROJECT: <b>INVESTMENT BANKING SERVICES</b>	Page 43 Of 44	

The W-9 Form can be downloaded from the following website:

<http://www.azpurchasing.org/docs/w-9.pdf>

# End of Solicitation



**TAB 5 - COST PROPOSAL**

*The cost proposal form (as provided) must be completed and include the fees of the proposed services to be provided including those provided at no charge.*

*V. It must be understood by the offeror that payment for services rendered to the Districts will be paid from the bond funds upon the sale of bonds or debt obligations. Should the Governing Board not call for the bond election, or the bond election fail to pass, any services rendered will be on a no charge basis, except for any fees (hourly or otherwise) associated with additional services outlined in the cost proposal.*

*VI. The proposal response is to be submitted as Dollars per \$1,000.00 (one thousand dollars) of principal amounts of bond. For small bonds, a rate with a minimum is suggested. List below, the dollar cost for all services that you will provide relating to authorization and the issuance of bonds where there is a charge.*

**VII. Cost Form**

We believe our proposed fees as outlined below are competitive and within the range of other proposers having equivalent and comparable services and expertise. Our fees also reflect the greater level of services we offer and the value we add to our clients that many other firms do not currently offer.

It is possible that some firms may submit extremely low bids to this RFP. A concern with an extremely low bid is that if it is too far below the national average, service and attention to the District's account might be compromised and the compensation available to sell the bonds may not be sufficient to market bonds at the lowest possible interest rates. The resulting increase in interest costs may far exceed any "savings" from selecting the Firm that bids the lowest fee for a particular service resulting in a false economy.

We respectfully request the District to consider all the factors presented in this response including:

- The overall service and range of services provided to the District (including those services of Dr. Judy Richardson and Randie Stein that would be included at no additional cost).
- The strength of our underwriting desk to secure the lowest interest rates possible for the District.
- The experience, diversity and proven capability we have in the Arizona sector.
- The dedication and professionalism we provide every one of our clients.

Our cost proposal covers the three major types of debt obligations that the District, SAVE, and YEPA members might issue. The prices below for underwriting assume a 10-year amortization and an uninsured financing with at least an "AA" underlying credit rating. Prices on the next page are shown on a fee per bond basis, assuming bond increments of \$1,000. The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes. See notes on page 39 for additional information and potential adjustments.

COPY



CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
<b>New General Obligation Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$35,000	\$6.40 (minimum \$25,000)	\$5.60	\$5.25	\$4.75	\$4.50	\$4.00
Fee for Financial Advisor	up to \$25,000	\$3.00 (minimum \$25,000)	\$2.00 (minimum \$30,000)	\$1.50 (minimum \$50,000)	\$1.30 (minimum \$75,000)	\$1.25 (minimum \$97,500)	\$1.10 (minimum \$125,000)
Fee for Underwriting when there is a Financial Advisor	up to \$20,000	\$5.90 (minimum \$20,000)	\$5.15	\$4.75	\$4.25	\$4.10	\$3.65

<b>New Revenue Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$45,000	\$9.00 (minimum \$35,000)	\$7.90	\$6.80	\$5.75	\$5.25	\$4.75
Fee for Financial Advisor	up to \$30,000	\$3.50 (minimum \$30,000)	\$2.50 (minimum \$35,000)	\$2.25 (minimum \$62,500)	\$1.80 (minimum \$112,500)	\$1.55 (minimum \$135,000)	\$1.20 (minimum \$155,000)
Fee for Underwriting when there is a Financial Advisor	up to \$25,000	\$7.00 (minimum \$20,000)	\$5.90	\$5.30	\$4.75	\$4.25	\$4.00

<b>New Certificates of Participation (Lease Purchase)</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$40,000	\$9.50 (minimum \$30,000)	\$8.40	\$7.30	\$6.00	\$5.50	\$5.00
Fee for Financial Advisor	up to \$30,000	\$3.50 (minimum \$30,000)	\$2.50 (minimum \$35,000)	\$2.25 (minimum \$62,500)	\$1.80 (minimum \$112,500)	\$1.55 (minimum \$135,000)	\$1.20 (minimum \$155,000)
Fee for Underwriting when there is a Financial Advisor	up to \$27,500	\$7.50 (minimum \$20,000)	\$6.40	\$5.80	\$5.25	\$4.75	\$4.50



**CRANE ELEMENTARY SCHOOL DISTRICT NO. 13**

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
<b>Refinancing General Obligation Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$40,000	\$7.40 (minimum \$30,000)	\$6.60	\$6.25	\$5.50	\$5.15	\$4.50
Fee for Financial Advisor	up to \$30,000	\$3.10 (minimum \$30,000)	\$2.10 (minimum \$35,000)	\$1.60 (minimum \$52,500)	\$1.40 (minimum \$80,000)	\$1.35 (minimum \$105,000)	\$1.20 (minimum \$135,000)
Fee for Underwriting when there is a Financial Advisor	up to \$25,000	\$6.90 (minimum \$25,000)	\$6.15	\$5.75	\$5.00	\$4.75	\$4.15

<b>Refinancing Revenue Bonds</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$50,000	\$10.50 (minimum \$40,000)	\$8.90	\$7.80	\$6.50	\$5.90	\$5.25
Fee for Financial Advisor	up to \$35,000	\$3.60 (minimum \$35,000)	\$2.60 (minimum \$40,000)	\$2.35 (minimum \$65,000)	\$1.90 (minimum \$117,500)	\$1.65 (minimum \$142,000)	\$1.30 (minimum \$165,000)
Fee for Underwriting when there is a Financial Advisor	up to \$30,000	\$8.00 (minimum \$25,000)	\$6.90	\$6.30	\$5.50	\$4.90	\$4.50

<b>Refinancing Certificates of Participation (Lease Purchase)</b>							
Fee for Underwriting when there is no Financial Advisor	up to \$45,000	\$10.50 (minimum \$35,000)	\$9.40	\$8.30	\$6.75	\$6.15	\$5.50
Fee for Financial Advisor	up to \$35,000	minimum \$35,000	\$2.60 (minimum \$40,000)	\$2.35 (minimum \$65,000)	\$1.90 (minimum \$117,500)	\$1.65 (minimum \$142,500)	\$1.30 (minimum \$165,000)
Fee for Underwriting when there is a Financial Advisor	up to \$32,500	\$8.50 (minimum \$25,000)	\$7.40	\$6.80	\$6.00	\$5.40	\$5.00



Services and Fees	
Override Election Services Per Hour	Included in the above fees for no extra charge, contingent upon a debt financing being completed during the term of the contract.
Other Charges for Services you may provide	Debt Defeasance - \$7,500 minimum plus \$1,000 for each additional debt issue.
	Federal Tax Credit Financings (QZABs, QSCBs, CREBs, etc.), Private Lease Purchase Agreements (including Performance Contracting/Energy Savings) - Financial Advisor fee: up to 2% of total loan. Placement Agent fee: up to 2% of total loan.
	Escrow Restructuring - Lesser of 0.25% of escrow value and 10% of net cost savings (\$25,000 minimum)
	Tax Anticipation Notes – Financial Advisor: \$1.00 per \$1,000, \$10,000 min; Underwriter: \$2.00 per \$1,000, \$10,000 min
Value Added Services and Number of Hours Included	In addition to assistance with M&O and capital outlay override elections, we also provide a membership in the School Capital Finance Support Service and the additional services listed on p. 28. These services are not limited to a specific number of hours and are available for members anticipated to complete a debt financing during the term of the contract.
Fee for Additional Hours of Value Added Services	\$96 - \$200 per hour for School Finance Consulting Services outside of the School Capital Finance Support Service (see p. 28-29 for details) and \$100-\$250 for hourly banking support services outside those described directly above and on page 29. These hourly rates also apply to other municipalities for non-financing related services.
List all items that you would expect to be reimbursed for during the course of the resulting contract	<ul style="list-style-type: none"> <li>Assembly and publishing of Official Statement or placement memorandum (typically not exceeding \$25,000)</li> <li>Costs of issuance that we pay at the request of the issuer, such as rating agency or counsel fees</li> <li>DTC/CUSIPs/Other Industry Fees</li> <li>Travel expenses (i.e., rating trips)</li> <li>Fed Ex/UPS Charges</li> <li>Telephone conference calls</li> <li>Auditor’s Consent (if requested)</li> <li>Assembly of term sheet or other disclosure documentation (when applicable)</li> </ul>

**Notes:**

Adjustments to fees listed above for underwriting, placement agent or financial advisor (as applicable):

- The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes.
- Impact Aid Revenue Bonds less than \$25 million -- add up to \$3.00 per \$1,000 and \$6,000 to the minimum.
- Amortizations of longer than 10 years – add up to \$0.30 per \$1,000 for each year above 10 years.
- Uninsured financings or financings with insurance rated less than AAA– add:
  - Up to \$2.50 per \$1,000 and \$5,000 to the minimum for underlying AA- or Aa3 credit rating
  - Up to \$5.00 per \$1,000 and \$10,000 to the minimum for underlying A category credit rating
  - Up to \$10.00 per \$1,000 and \$15,000 to the minimum for underlying BBB or Baa category credit rating
  - Up to \$20.00 per \$1,000 and \$20,000 to the minimum without any underlying credit rating
- Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest – add up to \$2.50 per \$1,000.
- Securities sold more than 6 weeks prior to delivery (forward delivery securities) – add up to \$2.50 per \$1,000 to reflect market rates at the time of the sale, as negotiated with and approved by the issuer.
- For large volume underwriting clients, in excess of \$80 million every two years, the Firm may be able to negotiate somewhat reduced underwriting fees, depending on market conditions at the time.
- Underwriting fees do not include the cost of underwriter’s counsel.

For assistance with complex financings in any role or unique requests outside traditional value added services, the Firm would negotiate a fair amount of additional compensation with the issuer. Complex financings include, but not limited to: (1) title or real estate issues, (2) water company acquisitions, (3) tax increment or land based security (special districts), (4) public/private partnerships (for-profit, non-profit, governmental purpose facilities) or (5) other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings).



**PLEASE BE COMPLETE**

AUTHORIZED SIGNATURE: Robert A. Casillas

PRINTED NAME: Robert Casillas

TITLE: Managing Director

DATE: May 14, 2013

EMAIL: rcasillas@stifel.com

My signature binds my firm to the terms and conditions within this proposal at the fees set forth. All fees shall remain firm for the first year and for each of the four possible extensions of this contract.



Bozal  
6/3/14

May 23, 2014

Notice of Contract Renewal on C-007-1213:

Stifel, Nicolaus & Company  
2555 E. Camelback Road, Suite 280  
Phoenix, AZ 85016

To Whom It May Concern:

In accordance with R7-2-1093 of the Arizona Administrative Code, Crane Elementary School District No. 13 is authorized to enter into a multi-term contract for materials or services for a period of time up to five years, as deemed to be advantageous to the school district, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. It is the intent of the Governing Board of the Crane Elementary School District No. 13 to renew the existing contract bearing number C-007-1213 with Stifel, Nicolaus & Company for Investment Banking Services for the period of August 13, 2014 through August 13, 2015.

Please complete the applicable certification (one of the three) below by **June 4, 2014** and return to:

Crane Elementary School District No. 13 · Purchasing Dept. · 4250 West 16<sup>th</sup> Street · Yuma, AZ 85364

I certify that there is no cost increase in the existing contract for Investment Banking Services.

Robert A. Casillas      Robert A. Casillas      Managing Director  
Print Name                      Authorized Signature                      Title

I certify that there is a cost increase or decrease in the existing contract for Investment Banking Services.  
(Submit new costs with this certification for District Approval of contract renewal.)

\_\_\_\_\_  
Print Name                      Authorized Signature                      Title

*Stifel, Nicolaus & Company does not wish to extend this contract for Investment Banking Services.*

\_\_\_\_\_  
Print Name                      Authorized Signature                      Title

Please contact me at 928-373-3415 for any questions or concerns that you may have regarding this Notice of Contract Renewal.

Thank you,

Jennifer Bosch  
Procurement Manager

# Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following **281** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **November 13, 2014**.

## Municipalities

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa  
City of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of Scottsdale  
City of Sedona  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior  
Town of Wickenburg

## Counties

Apache County  
Cochise County  
Coconino County  
Gila County

Graham County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

## Higher Education

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cobre Valley Institute of Technology (CVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
East Valley Institute of Technology (EVIT)  
Gila Institute for Technology, a Joint Technology Education District (JTED)  
Graham County Community College District  
Maricopa Community College District  
Mohave Community College  
Northern Arizona University  
Pima Association of Governments (PAG)  
Pima Community College  
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School  
Regional Transportation Authority (RTA)  
University of Arizona  
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District  
Yavapai College

## Political Agencies

Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority  
Valley Metro Regional Public Transit Authority  
Phoenix-Mesa Gateway Airport Authority

## Misc. Agencies

Central Arizona Water Conservation District (CAWCD)  
Central Yavapai Fire District  
Drexel Heights Fire District  
Horizon Community Learning Center / Horizon Charter School  
Mary C. O'Brien ASD  
Mountain Institute JTED

Mt. Lemmon Fire District  
North Country Community Health Center  
Northeast AZ Tech Institute of Voc Ed  
Northwest Fire District  
Pima County Joint Technology District #11 (JTED)  
Pima County School Reserve Fund  
Shonto Preparatory Schools  
Superstition Mtn Community Facilities District  
Sun City Fire District  
Sun City West Fire District  
Western Arizona Vocational Education #50

### **School Districts**

Agua Fria Union High School District # 216  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
Avondale Elementary School District #44  
Bagdad Unified School District #20  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Concho Elementary School District #6  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District

Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8  
Page Unified School District #8  
Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12

Pinon Unified School District #4  
Pomerene Elementary School District #64  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Red Mesa Unified School District #27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District

Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

After recording,  
please return to:  
Marian Sheppard, BOS



Gila County, AZ  
Linda Haught Ortega, Recorder  
08/19/2003  
12:35PM  
Doc Code: IGA

Doc Id: 2003-014449  
Receipt #: 16933  
Rec Fee: 0.00

GILA BOS



2003-014449

Page: 1 of 5  
08/19/2003 12:35P  
0.00

Gila County, AZ

IGA

INTERGOVERNMENTAL AGREEMENT  
COOPERATIVE PURCHASING GROUP

This Agreement is entered into this 12<sup>th</sup> day of August, 2003, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

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

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.



7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.
8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.
9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.
10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.
11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.
12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.
13. This Agreement is exempt from the provisions of A.R.S. 11-952.
14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.
15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.
16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.
17. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".
18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group upon approval of the applicants' governing bodies and the filing of its signature page with this Agreement at the Secretary of State Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.



Appendix A (revised 07/16/2003)

Strategic Alliance for Volume Expenditures  
SAVE  
Cooperative Purchasing Agreements

The following agencies have signed the Intergovernmental Agreement with the SAVE association as of June 16, 2003.

City of Avondale  
City of Chandler  
City of Flagstaff  
City of Glendale  
City of Mesa  
City of Peoria  
City of Scottsdale  
City of Tempe  
City of Yuma  
Town of Cave Creek  
Town of Queen Creek  
Gila County  
Maricopa County  
Mohave County  
Pinal County  
Santa Cruz County  
Yuma County

Arizona State University  
Maricopa Community College District

Arizona Dept. of Administration, State Procurement Office

Williams Gateway Airport Authority

Alhambra School District # 68  
Apache Junction Unified School District # 43  
Cartwright School District #83  
Chandler Unified School District # 80  
Crane Elementary School District # 13  
Douglas Unified School District  
Dysart Unified School District # 89  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Gadsden Elementary School District # 32



Isaac School District # 5  
Lake Havasu Unified School District # 1  
Mesa Unified School District # 4  
Mohawk Valley School District # 17  
Nogales Unified School District # 1  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Queen Creek Unified School District # 95  
Roosevelt Elementary School District # 66  
Scottsdale Unified School District # 48  
Sierra Vista Unified School District # 68  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Tolleson Union High School District # 214  
Tucson Unified School District  
Washington Elementary School District # 6  
Yuma School District # 1  
Yuma Union High School District # 70



SIGNATURE PAGE

JURISDICTION: Authority to enter into this agreement has been given by the Gila County Board of Supervisors on August 12, 2003.

Approved as to Form

  
\_\_\_\_\_  
Daisy Flores, County Attorney

Attest

  
\_\_\_\_\_  
John F. Nelson, County Manager & Administrator

Signed

  
\_\_\_\_\_  
Ronald Christensen, Chairman



*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-2887**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Jeffrey  
Hessenius,  
Finance Director

Department: Finance

Fiscal Year: FY 2014-2015      Budgeted?: Yes

Contract Dates 7-1-2014 to      Grant?: No

Begin & End: 6-30-2015

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Contract Award for Invitation for Bid No. 101314

Background Information

On October 28, 2014, the Gila County Board of Supervisors authorized the advertisement of Invitation for Bid No. 101314 to purchase up to five new all wheel drive (AWD) utility police interceptors or equal. Invitation for Bid No. 101314 for new police vehicles will allow the County Fleet Department the ability to receive proposals from automobile suppliers and have the option to purchase new units if necessary.

Invitation for Bids No. 101314 was advertised in the Arizona Silver Belt on November 5, 2014, and November 12, 2014. All sealed bids were due on November 19, 2014, by 11:00 A.M. MST.

Evaluation

Sealed bids were accepted in the Gila County Finance Department through 11:00 A.M. MST on November 19, 2014. The Finance Department received four competitive bids from vendors for Invitation for Bid No. 101314 to purchase up to five new all wheel drive (AWD) utility police interceptors or equal.

McSpadden Ford offered the low price at \$32,056.10 each, for a total quantity of up to five 2015 Ford utility police interceptors with all wheel drive.

Conclusion

The vehicles that would be purchased from the award of a contract related to Invitation for Bid No. 101314 would be assigned to the Sheriff's Office under patrol.

Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board of Supervisors award a contract related to Invitation for Bid No. 101314 for the purchase of one or more new fleet vehicles as specified.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bid No. 101413 for the purchase of up to five new all-wheel drive utility police interceptors or equal; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Steve Stratton)**

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Attachments

IFB 101314 Bid Results

McSpadden Ford Bid

Freedom Ford Lincoln Bid

Berge Ford Bid

Midway Chevrolet Bid

Brown & Brown Chevrolet Bid

Contract No. 101314 with McSpadden Ford

Legal Explanation

---



**GILA COUNTY**  
**NOTICE OF INVITATION FOR BID**

**BID NO. 101314**

**UP TO FIVE (5) NEW AWD UTILITY POLICE INTERCEPTORS OR EQUAL**



**\*BOARD OF SUPERVISORS\***  
Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member

**\*COUNTY MANAGER\***  
Don E. McDaniel Jr.



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
101314**

**BID DUE DATE: November 19, 2014**

**TIME: 11:00 AM**

**DESCRIPTION: Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

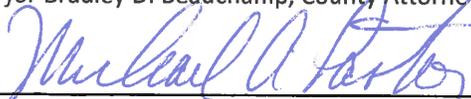
Arizona Silver Belt advertisement dates: November 05, 2014 and November 12, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 200-1580

Signed:   
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: 10-28-14

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

Date: 10-28-14

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation.....	1
Scope of Work.....	3
<b>Exhibit "A"; Instructions to Vendors.....</b>	<b>4-6</b>
Preparation of Sealed Bid.....	4
Amendments.....	4-5
Inquiries.....	5
Late Proposals.....	5
Submittal Bid Format.....	5-6
<b>General Terms and Conditions.....</b>	<b>7-10</b>
Acceptance Contract/Agreement.....	7
Protests.....	7
Laws & Ordinances.....	8
<b>Exhibit "B" Contract Award Agreement.....</b>	<b>8-10</b>
Overcharges by Antitrust Violations.....	8
Authority to Contract.....	8
Contract Amendments.....	8
Contract Default.....	8-9
Right of Assurance.....	9
Costs & Payments.....	9
Co-op Intergovernmental Purchasing Agreement.....	9
Cancellation of County Contracts.....	9
Termination of Contract.....	9-10
<b>Exhibit "C"; Minimum Product Specifications/Information.....</b>	<b>11</b>
Section 1.0; General Purpose.....	11
Section 2.0; Bid Pricing.....	11
Section 3.0; Order and Delivery.....	11
<b>Qualification and Certification Form.....</b>	<b>12</b>
<b>Price Sheet.....</b>	<b>13-17</b>
<b>No Collusion Affidavit.....</b>	<b>18</b>
<b>Legal Arizona Workers Act Compliance.....</b>	<b>19</b>
<b>Vendor Checklist.....</b>	<b>20</b>
<b>Offer Page.....</b>	<b>21</b>
<b>Acceptance of Offer Page.....</b>	<b>22</b>

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New AWD Utility Police Interceptors or Equal, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

**Preparation of Sealed Bid Proposal**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

*Instructions to Vendors continued...*

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 20.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

#### **Inquiries**

Any questions related to this IFB 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 an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals 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.

- A. Bid results ARE NOT provided in response to telephone inquiries or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

#### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

#### **Submittal Bid Format:**

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, 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 Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Five (5) AWD Utility Police Interceptors or Equal", "Bid No. 101314", "November 19, 2014" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any 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 Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Vendor(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 Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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 Vendors who have submitted a bid proposal under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

General Terms & Conditions continued...

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 101314 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**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 Vendor 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 Bids No. 101314, issued by the County, and the offer submitted by the Vendor 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 which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor 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 Vendor.

**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 Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor 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 Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(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 Vendor for acting or failing to act as in any of the following:

*General Terms & Conditions continued...*

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 101314**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New AWD Utility Police Interceptors or Equal. This Invitation for Bid No. 101314 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: 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:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. 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.
- 3.3 **DELIVERY TIME**: Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

Minimum Specifications continued...

3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

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

Mc Spadden Fred LODI N Broad Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?

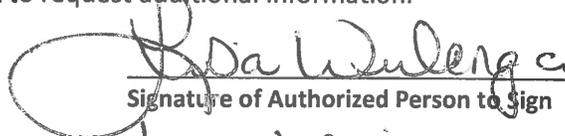
\_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

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

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

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

Sales / Finance Manager  
Title

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 wks from order.

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405

19L EASY FUEL W/LK \$20

.112.6" WB

43S MY FLT SPD MGMT 60

YZ OXFORD WHITE

51R DRV LED SPT LMP 395

9 CLTH BKTS/VNL R

59S KEYLESS W/O PAD 260

W BLACK INTERIOR

61S CONFIG STR WHL 155

500A EQUIP GRP

66A FRONT HDLMP PKG NC

99R .3.7L V6 TIVCT NC

.GRILL WIRING

44C .6-SPD AUTO TRAN NC

76D DEFLECTOR PLATE 335

53M SYNC SYSTEM 295

67H ROAD READY PKG 3415

TOTAL BASE AND OPTIONS 36510

.DR LOCK PLUNGER

TOTAL 36510

.100 WATT SIREN

\*THIS IS NOT AN INVOICE\*

.TAIL LAMP PKG

.REAR LIGHT PKG

\* MORE ORDER INFO NEXT PAGE \*

.RR MOUNT PLATE

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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QC20389

**PRICE SHEET**

DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
SUB - TOTAL AMOUNT		\$29,789.96
OTHER COSTS		\$ -0-
SALES TAX		\$2,266.14
TOTAL AMOUNT OF DELIVERED VEHICLE		\$32,056.10

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 12-14 weeks from order.

Vendor Name: McSpadden Ford Inc. Vendor Phone Number: (928) 425-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405  
 .112.6" WB  
 YZ OXFORD WHITE  
 9 CLTH BKTS/VNL R  
 W BLACK INTERIOR  
 500A EQUIP GRP  
 99R .3.7L V6 TIVCT NC  
 44C .6-SPD AUTO TRAN NC  
 53M SYNC SYSTEM 295  
 67H ROAD READY PKG 3415  
 .DR LOCK PLUNGER  
 .100 WATT SIREN  
 .TAIL LAMP PKG  
 .REAR LIGHT PKG  
 .RR MOUNT PLATE

19L EASY FUEL W/LK \$20  
 43S MY FLT SPD MGMT 60  
 51R DRV LED SPT LMP 395  
 595 KEYLESS W/O PAD 260  
 61S CONFIG STR WHL 155  
 66A FRONT HDLMP PKG NC  
 .GRILL WIRING  
 76D DEFLECTOR PLATE 335

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

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F2=Return to Order

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**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from order

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928)425-4491

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405

19L EASY FUEL W/LK \$20

.112.6" WB

43S MY FLT SPD MGMT 60

YZ OXFORD WHITE

51R DRV LED SPT LMP 395

9 CLTH BKTS/VNL R

59S KEYLESS W/O PAD 260

W BLACK INTERIOR

61S CONFIG STR WHL 155

500A EQUIP GRP

66A FRONT HDLMP PKG NC

99R .3.7L V6 TIVCT NC

.GRILL WIRING

44C .6-SPD AUTO TRAN NC

76D DEFLECTOR PLATE 335

53M SYNC SYSTEM 295

67H ROAD READY PKG 3415

TOTAL BASE AND OPTIONS 36510

.DR LOCK PLUNGER

TOTAL 36510

.100 WATT SIREN

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.REAR LIGHT PKG

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F3/F12=Veh Ord Menu

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QC20389

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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F1=Help

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**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>	\$29,789.96	
<b>OTHER COSTS</b>	\$ -0-	
<b>SALES TAX</b>	\$2,266.14	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$32,056.10	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from Order.

**Vendor Name:** McSpadden Ford Inc. **Vendor Phone Number:** (928) 425-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405  
 .112.6" WB  
 YZ OXFORD WHITE  
 9 CLTH BKTS/VNL R  
 W BLACK INTERIOR  
 500A EQUIP GRP  
 99R .3.7L V6 TIVCT NC  
 44C .6-SPD AUTO TRAN NC  
 53M SYNC SYSTEM 295  
 67H ROAD READY PKG 3415  
 .DR LOCK PLUNGER  
 .100 WATT SIREN  
 .TAIL LAMP PKG  
 .REAR LIGHT PKG  
 .RR MOUNT PLATE

19L EASY FUEL W/LK \$20  
 43S MY FLT SPD MGMT 60  
 51R DRV LED SPT LMP 395  
 595 KEYLESS W/O PAD 260  
 61S CONFIG STR WHL 155  
 66A FRONT HDLMP PKG NC  
 .GRILL WIRING  
 76D DEFLECTOR PLATE 335

TOTAL BASE AND OPTIONS 36510  
 TOTAL 36510

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F2=Return to Order

F3/F12=Veh Ord Menu

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

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PRICED DORA NC

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F2=Return to Order

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QC20389

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from Order

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 405-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

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F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

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QC20389

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

Lisa Wielenga  
(Name of Individual) being first duly sworn, deposes and says:

That he is Sales / Finance Manager  
(Title)  
of McSpadden Food Inc. and  
(Name of Business)

That he is bidding on **Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal** and,

That neither he nor anyone associated with the said McSpadden Food Inc.  
(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.

McSpadden Food Inc  
Name of Business  
By Lisa Wielenga  
Title Sales / Finance Manager

Subscribed and sworn to before me this 17 day of November, 2014.

Kim McSpadden  
Notary Public

My Commission expires:  
Jan 5, 2015



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative  
  
Lisa Wieleriga  
\_\_\_\_\_  
Printed Name  
  
Sales/Finance Manager  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEET

X

NO COLLUSION AFFADAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

OFFER PAGE

X

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>dw</u> #1	<u>dw</u> #2	<u>dw</u> #3	<u>dw</u> #4	<u>dw</u> #5
Date	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>

Signed and dated this 17th day of November, 2014

McSpadden Food Inc  
 VENDOR:  
[Signature]  
 BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Firm Submitting Proposal:**

McSpadden Ford Inc  
Company Name

1001 N Broad.  
Address

Globe      AZ      85501  
City                      State                      Zip

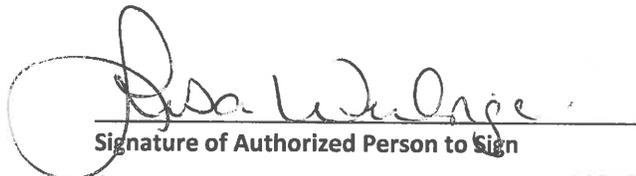
**For clarification of this offer, contact:**

Name: Lisa Wielenge

Phone No.: (928) 425-4491

Fax (928) 425-9390

Email: mcspaddensales@cableone.net

  
Signature of Authorized Person to Sign

Lisa Wielenge  
Printed Name

Sales/Finance Manager  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor McSpadden Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 101314. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 101314**

**UP TO FIVE (5) NEW AWD UTILITY POLICE INTERCEPTORS OR EQUAL**



**\*BOARD OF SUPERVISORS\***

**Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member**

**\*COUNTY MANAGER\***

**Don E. McDaniel Jr.**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
101314**

**BID DUE DATE: November 19, 2014**

**TIME: 11:00 AM**

**DESCRIPTION: Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

Arizona Silver Belt advertisement dates: November 05, 2014 and November 12, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 200-1580

Signed: \_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**TABLE OF CONTENTS**

<b>CONTENT</b>	<b>PAGE</b>
<b>Solicitation</b> .....	<b>1</b>
<b>Scope of Work</b> .....	<b>3</b>
<b>Exhibit "A"; Instructions to Vendors</b> .....	<b>4-6</b>
Preparation of Sealed Bid .....	4
Amendments .....	4-5
Inquiries .....	5
Late Proposals .....	5
Submittal Bid Format .....	5-6
<b>General Terms and Conditions</b> .....	<b>7-10</b>
Acceptance Contract/Agreement .....	7
Protests .....	7
Laws & Ordinances .....	8
<b>Exhibit "B" Contract Award Agreement</b> .....	<b>8-10</b>
Overcharges by Antitrust Violations .....	8
Authority to Contract .....	8
Contract Amendments .....	8
Contract Default .....	8-9
Right of Assurance .....	9
Costs & Payments .....	9
Co-op Intergovernmental Purchasing Agreement .....	9
Cancellation of County Contracts .....	9
Termination of Contract .....	9-10
<b>Exhibit "C"; Minimum Product Specifications/Information</b> .....	<b>11</b>
Section 1.0; General Purpose .....	11
Section 2.0; Bid Pricing .....	11
Section 3.0; Order and Delivery .....	11
<b>Qualification and Certification Form</b> .....	<b>12</b>
<b>Price Sheet</b> .....	<b>13-17</b>
<b>No Collusion Affidavit</b> .....	<b>18</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>19</b>
<b>Vendor Checklist</b> .....	<b>20</b>
<b>Offer Page</b> .....	<b>21</b>
<b>Acceptance of Offer Page</b> .....	<b>22</b>

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New AWD Utility Police Interceptors or Equal, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

**Preparation of Sealed Bid Proposal**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

*Instructions to Vendors continued...*

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 20.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### **Inquiries**

Any questions related to this IFB 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 an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals 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.

- A. Bid results ARE NOT provided in response to telephone inquires or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

### ***Submittal Bid Format:***

**It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, 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 Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.**

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Five (5) AWD Utility Police Interceptors or Equal", "Bid No. 101314", "November 19, 2014" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any 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 Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Vendor(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 Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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 Vendors who have submitted a bid proposal under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

*General Terms & Conditions continued...*

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 101314 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**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 Vendor 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 Bids No. 101314, issued by the County, and the offer submitted by the Vendor 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 which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor 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 Vendor.

**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 Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor 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 Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(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 Vendor for acting or failing to act as in any of the following:

*General Terms & Conditions continued...*

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 101314**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New AWD Utility Police Interceptors or Equal. This Invitation for Bid No. 101314 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: 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:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. 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.
- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

Minimum Specifications continued...

- 3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

- 1. Name, Address, and Telephone Number of Principal Vendor:

<u>City of Safford</u>	<u>Purchasing:</u>
<u>717 W. Main Street</u>	<u>Mickey Faunce</u>
<u>Safford AZ, 85546</u>	<u>928-432-4000</u>

- 2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
- 3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
- 5. Vendor must also provide at least the following information:
  - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

\_\_\_\_\_  
Signature of Authorized Person to Sign

Mickey Faunce

\_\_\_\_\_  
Printed Name

Purchasing Officer

\_\_\_\_\_  
Title

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Explorer Utility AWD Police

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	yes	
Interior: Light Color Vinyl Covered Split Bench Seat	yes	
Power Features: Door Locks	yes	
Keyless entry	yes	
Windows	yes	
Mirrors	yes	
Steering	yes	
Tilt Steering Wheel	yes	
Hands free phone feature, SYNC or equal	yes	
Reverse sensing or equivalent	yes	
Cruise Control	yes	
AM / FM Clock (CD)Radio	yes	
300 H.P. 6 Cylinder Gas Engine	yes	
Ready for the road police package or equivalent	yes	
Speed Management	yes	
Locking gas cap	yes	
4 remappable steering wheel switches	yes	
Air Conditioning	yes	
9" spacing between the front seats for police console	yes	
Front Deflector Plate (Skid Plate)	yes	
Drivers Side Factory Mounted LED Spot Light	yes	
<b>SUB - TOTAL AMOUNT</b>	\$ 28,958. <sup>96</sup>	
<b>OTHER COSTS</b> Doe Fee	\$ 75 <sup>00</sup>	
<b>SALES TAX</b> 7.6 %	\$ 2200. <sup>88</sup>	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 31,234. <sup>84</sup>	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** March 20th, 2015 or Earlier

**Vendor Name:** Haas Ford LLC DBA Freedom Ford Lincoln

**Vendor Phone Number:** 928-428-1770

==>

Dealer: F71484

2015 EXPLORER 4-DOOR

Page: 1 of 1

Order No: U074 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$30405	19L	EASY FUEL W/LK	\$20
	.112.6" WB		51R	DRV LED SPT LMP	395
YZ	OXFORD WHITE		56M	FLEET INCENTIVE	NC
9	CLTH BKTS/VNL R		61S	CONFIG STR WHL	155
W	BLACK INTERIOR		66A	FRONT HDLMP PKG	NC
500A	EQUIP GRP			.GRILL WIRING	
99R	.3.7L V6 TIVCT	NC	76D	DEFLECTOR PLATE	335
44C	.6-SPD AUTO TRAN	NC	76R	REVERSE SENSING	275
53M	SYNC SYSTEM	295		FLEX FUEL	
67H	ROAD READY PKG	3415		FUEL CHARGE	
	.DR LOCK PLUNGER			DEST AND DELIV	895
	.100 WATT SIREN		TOTAL	BASE AND OPTIONS	36190
	.TAIL LAMP PKG		TOTAL		36190
	.REAR LIGHT PKG		*THIS IS NOT AN INVOICE*		
	.RR MOUNT PLATE				

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20326

# 2015 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are std. 2015MY UTILITY POLICE INTERCEPTOR vehicle:

## MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

## EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust – Chrome Tip (EcoBoost® Only)
- Exhaust True Dual
- Front Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2<sup>nd</sup> Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – Halogen Projector (Bi-Functional)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

## INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
  - Power
  - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Lighting
  - Overhead Console with sunglass holder
  - 1<sup>st</sup> row task lights (driver and passenger)
  - Dome Lamp – 1<sup>st</sup> row (red/white)
  - 2<sup>nd</sup>/3<sup>rd</sup> row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Scuff Plates – Front & Rear

## INTERIOR/COMFORT (continued)

- Seats
  - 1<sup>st</sup> Row Police Grade Cloth Trim, Dual Front Buckets
  - 1<sup>st</sup> Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1<sup>st</sup> Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Built-in steel intrusion plates in both driver/passenger seatbacks
  - 2<sup>nd</sup> Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Down Driver-Side with disable feature

## SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2<sup>nd</sup> generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child Safety Locks (capped)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1<sup>st</sup> Row
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

## FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- MyFord®
  - AM/FM / CD / MP3 Capable / Clock / 6 speakers
  - 4.2" Color LCD Screen Center-Stack "Smart Display"
  - 5-way Steering Wheel Switches, Redundant Controls
- **Note:** Radio does "not" include USB Port or Aux. Audio Input Jack
- **Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Power pigtail harness
- Recovery Hook, Rear Only
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

**POWERTRAIN****FUEL ECONOMY**

ENGINE DISPL.	TRANSMISSION	50-STATE			
		F.E. LABEL ADJUSTED		ESTIMATED ANNUAL FUEL COST	MEMO: UNADJUSTED COMBINED
		CITY	HIGHWAY		
<b>AWD</b>					
3.7L Ti-VCT V6 FFV	6-Speed Automatic	TBD	TBD	TBD	TBD
3.5L V6 EcoBoost®	6-Speed Automatic	TBD	TBD	TBD	TBD

**ENGINE HORSEPOWER AND TORQUE RATINGS**

ENGINE DISPL.	TRANSMISSION	NOMINAL COMPRESSION RATIO	50-STATE	
			HORSEPOWER	TORQUE
			H.P. @ RPM	FT. LBS. @ RPM
<b>ALL</b>				
3.7L Ti-VCT V6 FFV	6-Speed Automatic	10.8:1	304 @ 6,500	279 Ft. Lbs. @ 4000rpm
3.5L V6 EcoBoost®	6-Speed Automatic	10.0:1	365 @ 5,500	350 @ 1,500 – 5,000

**PRICE SHEET**

DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Explorer Utility AWD Police

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	yes	12 - Code
Interior: Light Color Vinyl Covered Split Bench Seat	yes	67H
Power Features: Door Locks	yes	595
Keyless entry	yes	yes 67H
Windows	yes	67H
Mirrors	yes	67H
Steering	yes	67H
Tilt Steering Wheel	yes	1 st.
Hands free phone feature, SYNC or equal	yes	- 53M
Reverse sensing or equivalent	yes	7R
Cruise Control	yes	1 stan
AM / FM Clock (CD)Radio	yes	1 stan
300 H.P. 6 Cylinder Gas Engine	yes	1 stan
Ready for the road police package or equivalent	yes	1 67H
Speed Management	yes	1 435
Locking gas cap	yes	1 19L
4 remappable steering wheel switches	yes	1 61S
Air Conditioning	yes	1 stan.
9" spacing between the front seats for police console	yes	1 stan
Front Deflector Plate (Skid Plate)	yes	1 76D
Drivers Side Factory Mounted LED Spot Light	yes	1 51R
<b>SUB - TOTAL AMOUNT</b>	\$ 32,204.96	
<b>OTHER COSTS</b> Doc Fee	\$ 7500.	
<b>SALES TAX</b> 7.6%	\$ 2300.14	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 32,640.09	

2,452.14  
34,792.10

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ

Date of Delivery: 120 days after Award

Vendor Name: Hoos Ford LLC DBA Freedom Ford Lincoln

Vendor Phone Number: 928-428-1770 Ex 3014



CNGP530

VEHICLE ORDER CONFIRMATION

11/24/14 13:58:47

==>

Dealer: F71484

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: U074 Priority: A4 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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QC20326

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: Graham )

Kurt Palmer  
\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager  
\_\_\_\_\_  
(Title)

of Haas Ford LLC dba Freedom Ford Lincoln and  
\_\_\_\_\_  
(Name of Business)

That he is bidding on **Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal** and,

That neither he nor anyone associated with the said \_\_\_\_\_  
Haas Ford LLC dba Freedom Ford Lincoln  
\_\_\_\_\_  
(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.

Haas Ford LLC dba Freedom Ford Lincoln

Name of Business

[Signature]

By

General Manager

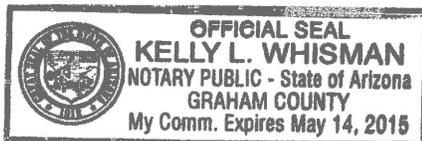
Title

Subscribed and sworn to before me this 18 day of November, 2014.

Kelly L. Whisman  
\_\_\_\_\_  
Notary Public

My Commission expires:

May 14, 2015



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



\_\_\_\_\_  
Signature of Authorized Representative



\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

NO COLLUSION AFFADAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>N/A</u>	_____	_____	_____	_____
Date	<u>10-17-2014</u>	_____	_____	_____	_____

Signed and dated this 18 day of November, 2014

Haas Ford LLC DBA:  
Freedom Ford Lincoln

VENDOR:

BY: (Signature) [Signature]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

Firm Submitting Proposal:

Haas Ford LLC DBA  
Freedom Ford Lincoln  
Company Name

2161 W. Highway 70  
Address

Thatcher      AZ      85552  
City                      State                      Zip

For clarification of this offer, contact:

Name: Michael Biggers

Phone No.: 928-424-3014

Fax 928-428-2733

Email: MBIGgers@FreedomFord.US

  
\_\_\_\_\_

Signature of Authorized Person to Sign

Kurt Palmer  
\_\_\_\_\_

Printed Name

General Manager  
\_\_\_\_\_

Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor Freedom Ford Lincoln is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 101314. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Minimum Specifications continued...

- 3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

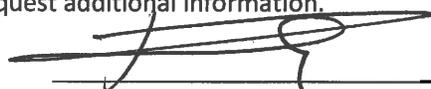
**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

- 1. Name, Address, and Telephone Number of Principal Vendor:

Berge Ford  
460 E. Auto Center DR. Mesa, AZ. 85204-6500  
480-497-7527 / 480-241-9249 Cell

- 2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
- 3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
- 5. Vendor must also provide at least the following information:
  - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.



Signature of Authorized Person to Sign

Richard Lewis  
 Printed Name

Government Fleet Sales Manager  
 Title

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** *(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** 2015 / Ford / Utility Police Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat Cloth Front Buckets/ Vinyl Rear 60-40 X Charcoal		
Power Features: Door Locks	x	
Keyless entry	x	
Windows	x	
Mirrors	x	
Steering	x	
Tilt Steering Wheel	x	
Hands free phone feature, SYNC or equal 53M	x	
Reverse sensing or equivalent 76R	x	
Cruise Control	x	
AM / FM Clock (CD)Radio	x	
300 H.P. 6 Cylinder Gas Engine	x	
Ready for the road police package or equivalent 67H	x	
Speed Management 43S	x	
Locking gas cap 19L	x	
4 remappable steering wheel switches 61S	x	
Air Conditioning	x	
9" spacing between the front seats for police console	x	
Front Deflector Plate (Skid Plate) 76D	x	
Drivers Side Factory Mounted LED Spot Light 51R	x	
<b>SUB – TOTAL AMOUNT</b>		<b>\$ 30,237.00 .</b>
<b>OTHER COSTS</b> Tire Tax		<b>\$5.00 .</b>
<b>SALES TAX</b>		<b>\$2,434.08 .</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		<b>\$32,676.08 .</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 60-120 Days from Date of Order

**Vendor Name:** Berge Ford **Vendor Phone Number:** 480-497-7527/ 480-241-9249 Cell

==>

Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$30405	\$28656.00	19L	EASY FUEL W/LK	\$20	\$17.00
	.112.6" WB			43S	MY FLT SPD MGMT	60	53.00
YZ	OXFORD WHITE			51R	DRV LED SPT LMP	395	345.00
9	CLTH BKTS/VNL R			595	KEYLESS W/O PAD	260	227.00
W	BLACK INTERIOR			61S	CONFIG STR WHL	155	136.00
500A	EQUIP GRP			66A	FRONT HDLMP PKG	NC	NC
99R	.3.7L V6 TIVCT	NC	NC		.GRILL WIRING		
44C	.6-SPD AUTO TRAN	NC	NC	76D	DEFLECTOR PLATE	335	292.00
53M	SYNC SYSTEM	295	258.00				
67H	ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS		36510	32243.96
	.DR LOCK PLUNGER			TOTAL		36510	32243.96
	.100 WATT SIREN			*THIS IS NOT AN INVOICE*			
	.TAIL LAMP PKG						
	.REAR LIGHT PKG			* MORE ORDER INFO NEXT PAGE *			
	.RR MOUNT PLATE			F8=Next			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC20305

==>

Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76R REVERSE SENSING	\$275	\$240.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1426.00)		
SP FLT ACCT CR		(445.00)		
FUEL CHARGE		9.96		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	895	895.00		

TOTAL BASE AND OPTIONS 36510 32243.96

TOTAL 36510 32243.96

\*THIS IS NOT AN INVOICE\*

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F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20305

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** *(Build Sheet Must Accompany Proposal)*

**Vehicle Year, Make, & Model:** 2015 / Ford / Utility Police Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat Cloth Front Buckets/ Vinyl Rear 60-40 X Charcoal		
Power Features: Door Locks	x	
Keyless entry	x	
Windows	x	
Mirrors	x	
Steering	x	
Tilt Steering Wheel	x	
Hands free phone feature, SYNC or equal 53M	x	
Reverse sensing or equivalent 76R	x	
Cruise Control	x	
AM / FM Clock (CD)Radio	x	
300 H.P. 6 Cylinder Gas Engine	x	
Ready for the road police package or equivalent 67H	x	
Speed Management 43S	x	
Locking gas cap 19L	x	
4 remappable steering wheel switches 61S	x	
Air Conditioning	x	
9" spacing between the front seats for police console	x	
Front Deflector Plate (Skid Plate) 76D	x	
Drivers Side Factory Mounted LED Spot Light 51R	x	
<b>SUB – TOTAL AMOUNT</b>	<b>\$ 30,237.00</b>	<b>.</b>
<b>OTHER COSTS</b> Tire Tax	<b>\$5.00</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$2,434.08</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$32,676.08</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 60-120 Days from Date of Order

**Vendor Name:** Berge Ford **Vendor Phone Number:** 480-497-7527/ 480-241-9249 Cell

==>

Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$30405	\$28656.00	19L	EASY FUEL W/LK	\$20	\$17.00
	.112.6" WB			43S	MY FLT SPD MGMT	60	53.00
YZ	OXFORD WHITE			51R	DRV LED SPT LMP	395	345.00
9	CLTH BKTS/VNL R			595	KEYLESS W/O PAD	260	227.00
W	BLACK INTERIOR			61S	CONFIG STR WHL	155	136.00
500A	EQUIP GRP			66A	FRONT HDLMP PKG	NC	NC
99R	.3.7L V6 TIVCT	NC	NC		.GRILL WIRING		
44C	.6-SPD AUTO TRAN	NC	NC	76D	DEFLECTOR PLATE	335	292.00
53M	SYNC SYSTEM	295	258.00				
67H	ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS		36510	32243.96
	.DR LOCK PLUNGER			TOTAL		36510	32243.96
	.100 WATT SIREN			*THIS IS NOT AN INVOICE*			
	.TAIL LAMP PKG						
	.REAR LIGHT PKG			* MORE ORDER INFO NEXT PAGE *			
	.RR MOUNT PLATE			F8=Next			

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QC20305

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Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76R REVERSE SENSING	\$275	\$240.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1426.00)		
SP FLT ACCT CR		(445.00)		
FUEL CHARGE		9.96		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	895	895.00		

TOTAL BASE AND OPTIONS 36510 32243.96

TOTAL 36510 32243.96

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F1=Help

F2=Return to Order

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QC20305

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

**Vehicle Year, Make, & Model:** 2015 / Ford / Utility Police Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat Cloth Front Buckets/ Vinyl Rear 60-40 X Charcoal		
Power Features: Door Locks	x	
Keyless entry	x	
Windows	x	
Mirrors	x	
Steering	x	
Tilt Steering Wheel	x	
Hands free phone feature, SYNC or equal 53M	x	
Reverse sensing or equivalent 76R	x	
Cruise Control	x	
AM / FM Clock (CD)Radio	x	
300 H.P. 6 Cylinder Gas Engine	x	
Ready for the road police package or equivalent 67H	x	
Speed Management 43S	x	
Locking gas cap 19L	x	
4 remappable steering wheel switches 61S	x	
Air Conditioning	x	
9" spacing between the front seats for police console	x	
Front Deflector Plate (Skid Plate) 76D	x	
Drivers Side Factory Mounted LED Spot Light 51R	x	
<b>SUB – TOTAL AMOUNT</b>	<b>\$ 30,237.00</b>	<b>.</b>
<b>OTHER COSTS</b> Tire Tax	<b>\$5.00</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$2,434.08</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$32,676.08</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 60-120 Days from Date of Order

**Vendor Name:** Berge Ford **Vendor Phone Number:** 480-497-7527/ 480-241-9249 Cell

==>

Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$30405	\$28656.00	19L	EASY FUEL W/LK	\$20	\$17.00
	.112.6" WB			43S	MY FLT SPD MGMT	60	53.00
YZ	OXFORD WHITE			51R	DRV LED SPT LMP	395	345.00
9	CLTH BKTS/VNL R			595	KEYLESS W/O PAD	260	227.00
W	BLACK INTERIOR			61S	CONFIG STR WHL	155	136.00
500A	EQUIP GRP			66A	FRONT HDLMP PKG	NC	NC
99R	.3.7L V6 TIVCT	NC	NC		.GRILL WIRING		
44C	.6-SPD AUTO TRAN	NC	NC	76D	DEFLECTOR PLATE	335	292.00
53M	SYNC SYSTEM	295	258.00				
67H	ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS		36510	32243.96
	.DR LOCK PLUNGER			TOTAL		36510	32243.96
	.100 WATT SIREN			*THIS IS NOT AN INVOICE*			
	.TAIL LAMP PKG						
	.REAR LIGHT PKG			* MORE ORDER INFO NEXT PAGE *			
	.RR MOUNT PLATE			F8=Next			

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F3/F12=Veh Ord Menu

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Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76R REVERSE SENSING	\$275	\$240.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1426.00)		
SP FLT ACCT CR		(445.00)		
FUEL CHARGE		9.96		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	895	895.00		

TOTAL BASE AND OPTIONS 36510 32243.96

TOTAL 36510 32243.96

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QC20305

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

**Vehicle Year, Make, & Model:** 2015 / Ford / Utility Police Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat Cloth Front Buckets/ Vinyl Rear 60-40 X Charcoal		
Power Features: Door Locks	x	
Keyless entry	x	
Windows	x	
Mirrors	x	
Steering	x	
Tilt Steering Wheel	x	
Hands free phone feature, SYNC or equal 53M	x	
Reverse sensing or equivalent 76R	x	
Cruise Control	x	
AM / FM Clock (CD)Radio	x	
300 H.P. 6 Cylinder Gas Engine	x	
Ready for the road police package or equivalent 67H	x	
Speed Management 43S	x	
Locking gas cap 19L	x	
4 remappable steering wheel switches 61S	x	
Air Conditioning	x	
9" spacing between the front seats for police console	x	
Front Deflector Plate (Skid Plate) 76D	x	
Drivers Side Factory Mounted LED Spot Light 51R	x	
<b>SUB - TOTAL AMOUNT</b>	<b>\$ 30,237.00</b>	<b>.</b>
<b>OTHER COSTS</b> Tire Tax	<b>\$5.00</b>	<b>.</b>
<b>SALES TAX</b>	<b>\$2,434.08</b>	<b>.</b>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	<b>\$32,676.08</b>	<b>.</b>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 60-120 Days from Date of Order

**Vendor Name:** Berge Ford **Vendor Phone Number:** 480-497-7527/ 480-241-9249 Cell

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Dealer: F71175

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE	\$30405	\$28656.00	19L	EASY FUEL W/LK	\$20	\$17.00
	.112.6" WB			43S	MY FLT SPD MGMT	60	53.00
YZ	OXFORD WHITE			51R	DRV LED SPT LMP	395	345.00
9	CLTH BKTS/VNL R			595	KEYLESS W/O PAD	260	227.00
W	BLACK INTERIOR			61S	CONFIG STR WHL	155	136.00
500A	EQUIP GRP			66A	FRONT HDLMP PKG	NC	NC
99R	.3.7L V6 TIVCT	NC	NC		.GRILL WIRING		
44C	.6-SPD AUTO TRAN	NC	NC	76D	DEFLECTOR PLATE	335	292.00
53M	SYNC SYSTEM	295	258.00				
67H	ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS		36510	32243.96
	.DR LOCK PLUNGER			TOTAL		36510	32243.96
	.100 WATT SIREN			*THIS IS NOT AN INVOICE*			
	.TAIL LAMP PKG						
	.REAR LIGHT PKG			* MORE ORDER INFO NEXT PAGE *			
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2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76R REVERSE SENSING	\$275	\$240.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1426.00)		
SP FLT ACCT CR		(445.00)		
FUEL CHARGE		9.96		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	895	895.00		

TOTAL BASE AND OPTIONS 36510 32243.96

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Interior: Light Color Vinyl Covered Split Bench Seat Cloth Front Buckets/ Vinyl Rear 60-40 X Charcoal		
Power Features: Door Locks	x	
Keyless entry	x	
Windows	x	
Mirrors	x	
Steering	x	
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Hands free phone feature, SYNC or equal 53M	x	
Reverse sensing or equivalent 76R	x	
Cruise Control	x	
AM / FM Clock (CD)Radio	x	
300 H.P. 6 Cylinder Gas Engine	x	
Ready for the road police package or equivalent 67H	x	
Speed Management 43S	x	
Locking gas cap 19L	x	
4 remappable steering wheel switches 61S	x	
Air Conditioning	x	
9" spacing between the front seats for police console	x	
Front Deflector Plate (Skid Plate) 76D	x	
Drivers Side Factory Mounted LED Spot Light 51R	x	
<b>SUB – TOTAL AMOUNT</b>	<b>\$ 30,237.00</b>	<b>.</b>
<b>OTHER COSTS</b> Tire Tax	<b>\$5.00</b>	<b>.</b>
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2015 EXPLORER 4-DOOR

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Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

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YZ OXFORD WHITE			51R DRV LED SPT LMP	395	345.00
9 CLTH BKTS/VNL R			59S KEYLESS W/O PAD	260	227.00
W BLACK INTERIOR			61S CONFIG STR WHL	155	136.00
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44C .6-SPD AUTO TRAN	NC	NC	76D DEFLECTOR PLATE	335	292.00
53M SYNC SYSTEM	295	258.00			
67H ROAD READY PKG	3415	2979.00	TOTAL BASE AND OPTIONS	36510	32243.96
.DR LOCK PLUNGER			TOTAL	36510	32243.96
.100 WATT SIREN			*THIS IS NOT AN INVOICE*		
.TAIL LAMP PKG			* MORE ORDER INFO NEXT PAGE *		
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Dealer: F71175

2015 EXPLORER 4-DOOR

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Order No: 8585 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA COUNTY PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
76R REVERSE SENSING	\$275	\$240.00		
FLEX FUEL				
SP DLR ACCT ADJ		(1426.00)		
SP FLT ACCT CR		(445.00)		
FUEL CHARGE		9.96		
B4A NET INV FLT OPT	NC	7.00		
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**AFFIDAVIT BY VENDOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                    )

Richard Lewis  
(Name of Individual) being first duly sworn, deposes and says:

That he is  
Government Fleet Sales Manager  
(Title)

of Berge Ford and  
(Name of Business)

That he is bidding on **Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal** and,

That neither he nor anyone associated with the said \_\_\_\_\_  
Berge Ford  
(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.

Berge Ford  
Name of Business  
Richard Lewis  
By  
Government Fleet Sales Manager  
Title



Subscribed and sworn to before me this 18th day of November, 2014.

[Signature]  
Notary Public

My Commission expires:  
5.10.2015

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.



\_\_\_\_\_  
**Signature of Authorized Representative**

Richard Lewis

**Printed Name**

Government Fleet Sales Manager

**Title**

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

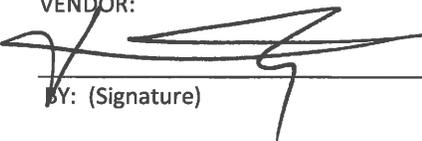
**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>  X  </u>
PRICE SHEET	<u>  X  </u>
NO COLLUSION AFFADAVIT	<u>  X  </u>
LEGAL ARIZONA WORKS ACT COMPLIANCE	<u>  X  </u>
OFFER PAGE	<u>  X  </u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this   18   day of   November  , 2014

  Berge Ford    
 VENDOR:  
  
 BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Firm Submitting Proposal:**

Berge fORD

Company Name

460 E. Auto Center DR.

Address

Mesa AZ 85204-6500

City

State

Zip

**For clarification of this offer, contact:**

Name: Richard Lewis

Phone No.: 480-497-7527 / 480-241-9249 Cell

Fax 480-497-7625

Email: rlewis@bergeford.com



Signature of Authorized Person to Sign

Richard Lewis

Printed Name

Government Fleet Sales Manager

Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor Berge Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 101314. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**GILA COUNTY**

**NOTICE OF INVITATION FOR BID**

**BID NO. 101314**

**UP TO FIVE (5) NEW AWD UTILITY POLICE INTERCEPTORS OR EQUAL**



**\*BOARD OF SUPERVISORS\***

**Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member**

**\*COUNTY MANAGER\***

**Don E. McDaniel Jr.**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
101314**

**BID DUE DATE:** November 19, 2014

**TIME: 11:00 AM**

**DESCRIPTION:** Up to Five (5) New AWD Utility Police Interceptors or Equal

**Bid Opening Location:** GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

**Bid Submittal Location:** GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

Arizona Silver Belt advertisement dates: November 05, 2014 and November 12, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

**Designated Department:** Gila County Fleet Management  
**Type of contract:** Term  
**Term of Contract:** Twelve Months  
**Phone Number:** (928) 200-1580

**Signed:** \_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**Date:** \_\_\_\_\_

TABLE OF CONTENTS

CONTENT	PAGE
<b>Solicitation</b> .....	<b>1</b>
<b>Scope of Work</b> .....	<b>3</b>
<b>Exhibit "A"; Instructions to Vendors</b> .....	<b>4-6</b>
Preparation of Sealed Bid .....	4
Amendments .....	4-5
Inquiries .....	5
Late Proposals.....	5
Submittal Bid Format.....	5-6
<b>General Terms and Conditions</b> .....	<b>7-10</b>
Acceptance Contract/Agreement.....	7
Protests.....	7
Laws & Ordinances .....	8
<b>Exhibit "B" Contract Award Agreement</b> .....	<b>8-10</b>
Overcharges by Antitrust Violations.....	8
Authority to Contract .....	8
Contract Amendments .....	8
Contract Default .....	8-9
Right of Assurance .....	9
Costs & Payments.....	9
Co-op Intergovernmental Purchasing Agreement .....	9
Cancellation of County Contracts.....	9
Termination of Contract.....	9-10
<b>Exhibit "C"; Minimum Product Specifications/Information</b> .....	<b>11</b>
Section 1.0; General Purpose .....	11
Section 2.0; Bid Pricing .....	11
Section 3.0; Order and Delivery.....	11
<b>Qualification and Certification Form</b> .....	<b>12</b>
<b>Price Sheet</b> .....	<b>13-17</b>
<b>No Collusion Affidavit</b> .....	<b>18</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>19</b>
<b>Vendor Checklist</b> .....	<b>20</b>
<b>Offer Page</b> .....	<b>21</b>
<b>Acceptance of Offer Page</b> .....	<b>22</b>

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New AWD Utility Police Interceptors or Equal, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

**Preparation of Sealed Bid Proposal**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

*Instructions to Vendors continued...*

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 20.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

#### **Inquiries**

Any questions related to this IFB 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 an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals 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.

- A. Bid results ARE NOT provided in response to telephone inquires or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

#### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

#### ***Submittal Bid Format:***

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, 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 Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Five (5) AWD Utility Police Interceptors or Equal", "Bid No. 101314", "November 19, 2014" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any 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 Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Vendor(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 Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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 Vendors who have submitted a bid proposal under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

*General Terms & Conditions continued...*

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 101314 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**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 Vendor 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 Bids No. 101314, issued by the County, and the offer submitted by the Vendor 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 which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor 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 Vendor.

**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 Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor 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 Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(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 Vendor for acting or failing to act as in any of the following:

*General Terms & Conditions continued...*

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 101314**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New AWD Utility Police Interceptors or Equal. This Invitation for Bid No. 101314 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**Note:** 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:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY Location:** Gila County Shop, 1400 East Ash Street, Globe, AZ. 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.
- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Chev. CK15706 PPV Tahoe

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	✓	
Interior: Light Color Vinyl Covered Split Bench Seat		✓
Power Features: Door Locks	✓	
Keyless entry	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Hands free phone feature, SYNC or equal	✓	
Reverse sensing or equivalent	✓	
Cruise Control	✓	
AM / FM Clock (CD)Radio	✓	
300 H.P. 6 Cylinder Gas Engine		355 HP 5.3 V-8
Ready for the road police package or equivalent	PPV	
Speed Management	Rest. R. Odo	
Locking gas cap	Door	
4 remappable steering wheel switches		✓
Air Conditioning	✓	
9" spacing between the front seats for police console	✓	
Front Deflector Plate (Skid Plate)	Skid Plates	
Drivers Side Factory Mounted LED Spot Light	✓	
<b>SUB - TOTAL AMOUNT</b>	\$	32766.75
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	2719.60
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	35486.35

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90 Days Based on Subject To Gov. Audit Schedule

**Vendor Name:** Midway Chev.

**Vendor Phone Number:** (602) 733-2251

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Chev. CK15706 PPV Tahoe

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	✓	
Interior: Light Color Vinyl Covered Split Bench Seat		✓
Power Features: Door Locks	✓	
Keyless entry	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Hands free phone feature, SYNC or equal	✓	
Reverse sensing or equivalent	✓	
Cruise Control	✓	
AM / FM Clock (CD)Radio	✓	
300 H.P. 6 Cylinder Gas Engine		355 HP 5.3 V-8
Ready for the road police package or equivalent	PPV	
Speed Management	Perf. Radio	
Locking gas cap	Door	
4 remappable steering wheel switches		✓
Air Conditioning	✓	
9" spacing between the front seats for police console	✓	
Front Deflector Plate (Skid Plate)	Skid Plates	
Drivers Side Factory Mounted LED Spot Light	✓	
<b>SUB - TOTAL AMOUNT</b>	\$	32766.75
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	2719.62
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	35486.37

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90 Days Based on Subject To Gov build Schedule

**Vendor Name:** Midway Chev. **Vendor Phone Number:** (602) 733-2251

TH

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Chev. CK15706 PPV Tahoe

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	✓	
Interior: Light Color Vinyl Covered Split Bench Seat		✓
Power Features: Door Locks	✓	
Keyless entry	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Hands free phone feature, SYNC or equal	✓	
Reverse sensing or equivalent	✓	
Cruise Control	✓	
AM / FM Clock (CD)Radio	✓	
300 H.P. 6 Cylinder Gas Engine		355 HP 5.3 V-8
Ready for the road police package or equivalent	PPV	
Speed Management	Restri. Radio	
Locking gas cap	Door	
4 remappable steering wheel switches		✓
Air Conditioning	✓	
9" spacing between the front seats for police console	✓	
Front Deflector Plate (Skid Plate)	Skid Plate	
Drivers Side Factory Mounted LED Spot Light	✓	
<b>SUB - TOTAL AMOUNT</b>	\$	32766.75
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	2719.62
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	35486.37

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90 Days Based on Subject To GM Build Schedule

**Vendor Name:** Midway Chev. **Vendor Phone Number:** (602) 733-2251

16

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Chev. CK15706 PPV Tahoe

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	✓	
Interior: Light Color Vinyl Covered Split Bench Seat		✓
Power Features: Door Locks	✓	
Keyless entry	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Hands free phone feature, SYNC or equal	✓	
Reverse sensing or equivalent	✓	
Cruise Control	✓	
AM / FM Clock (CD)Radio	✓	
300 H.P. 6 Cylinder Gas Engine		355 HP 5.3 V-8
Ready for the road police package or equivalent	PPV	
Speed Management	Perf. Radio	
Locking gas cap	Door	
4 remappable steering wheel switches		✓
Air Conditioning	✓	
9" spacing between the front seats for police console	✓	
Front Deflector Plate (Skid Plate)	Skid Plates	
Drivers Side Factory Mounted LED Spot Light	✓	
<b>SUB - TOTAL AMOUNT</b>	\$	32766. <sup>75</sup>
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	5719 <sup>60</sup>
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	38486. <sup>39</sup>

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90 Days Based on Subject To GM Build Schedule

**Vendor Name:** Midway Chev. **Vendor Phone Number:** (602) 733-2251

17

Minimum Specifications continued...

- 3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

- 1. Name, Address, and Telephone Number of Principal Vendor:

*Midway Chevrolet* **MIDWAY CHEVROLET NISSAN ISUZU**  
2323 W. Bell Rd.  
Phoenix, Az 85023  
Gregg Ball (602) 733-2251

- 2. Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.
- 3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
- 4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
- 5. Vendor must also provide at least the following information:
  - a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

*Gregg Ball*  
 Signature of Authorized Person to Sign

Gregg Ball  
 Printed Name

fleet manager  
 Title

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Chev. CK15706 PPV Tahoe

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	✓	
Interior: Light Color Vinyl Covered Split Bench Seat		✓
Power Features: Door Locks	✓	
Keyless entry	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Hands free phone feature, SYNC or equal	✓	
Reverse sensing or equivalent	✓	
Cruise Control	✓	
AM / FM Clock (CD)Radio	✓	
300 H.P. 6 Cylinder Gas Engine		355 HP 5.3V-8
Ready for the road police package or equivalent	PPV	
Speed Management	Permitted	
Locking gas cap	Door	
4 remappable steering wheel switches		✓
Air Conditioning	✓	
9" spacing between the front seats for police console	✓	
Front Deflector Plate (Skid Plate)	Skid Plates	
Drivers Side Factory Mounted LED Spot Light	✓	
<b>SUB - TOTAL AMOUNT</b>	\$	32766.75
<b>OTHER COSTS</b>	\$	
<b>SALES TAX</b>	\$	2719.60
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	35486.35

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 90 Days Based on Subject To GM Build Schedule

**Vendor Name:** Midway Chev. **Vendor Phone Number:** (602) 733-2251

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

STATE OF ARIZONA

)  
)ss

COUNTY OF:

Cary Roberts Ba U

(Name of Individual) being first duly sworn, deposes and says:

That he is

Fleet Manager

(Title)

of

Mohay Chevrolet

(Name of Business)

and

That he is bidding on Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal and,

That neither he nor anyone associated with the said

Mohay Chevrolet

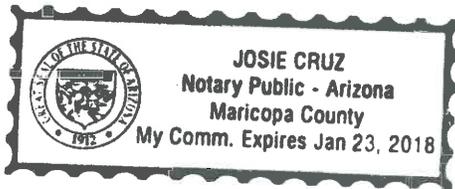
(Name of Business)

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.

Mohay Chevrolet  
Name of Business

Cary Ba U  
By

Fleet Manager  
Title



Subscribed and sworn to before me this 11<sup>th</sup> day of November, 20 14.

[Signature]  
Notary Public

My Commission expires:  
1/23/2018

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

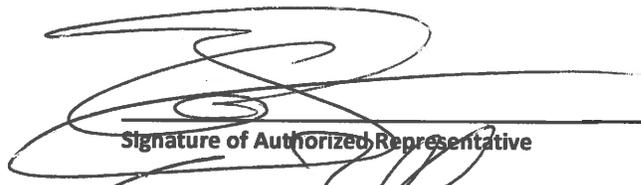
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

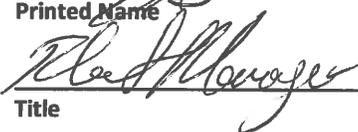
Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
VENDOR:

\_\_\_\_\_  
BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Firm Submitting Proposal:**

McWay Chevrolet  
Company Name  
2323 W Bell Rd.  
Address  
Phoenix AZ 85029  
City State Zip

**For clarification of this offer, contact:**

Name: Cory Bell  
Phone No. (602) 733-2251  
Fax (602) 760-3377  
Email: gbell@vtaig.com

[Signature]  
Signature of Authorized Person to Sign

Cory Bell  
Printed Name

Fleet Manager  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor \_\_\_\_\_ is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 101314. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

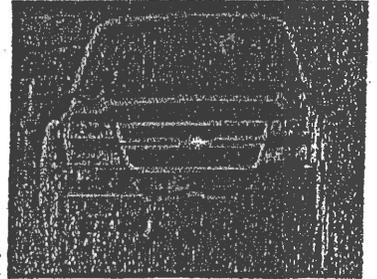
\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

# AN AMERICAN REVOLUTION



Brown & Brown Chevrolet  
145 East Main Street \* Mesa, AZ 85201

## FLEET DEPARTMENT



( 480-827-3318 Fax ) ~~480-827-3227 Fax~~

Sherwin Loar  
Fleet Sales Manager  
Direct 480-827-3290

Don Carter  
Fleet Sales Manager  
Direct 480-827-3343

Dick McCann  
Fleet Sales Manager  
Direct 480-827-3344

TO: Jeannie Sqro  
COMPANY Gila County

PHONE #

FAX #

SUBJECT:

Solicitation Number 101314

Thank you for the opportunity, but  
we can't meet specs

Thanks Don Carter

AUTONATION CHEVROLET  
Formerly Brown & Brown Chevrolet

FLEET DEPARTMENT  
DON CARTER

480-827-3343 - 800-722-6276

e-mail: [carter@autonation.com](mailto:carter@autonation.com)

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: \_\_\_\_\_

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White		
Interior: Light Color Vinyl Covered Split Bench Seat		
Power Features: Door Locks		
Keyless entry		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Hands free phone feature, SYNC or equal		
Reverse sensing or equivalent		
Cruise Control		
AM / FM Clock (CD)Radio		
300 H.P. 6 Cylinder Gas Engine		
Ready for the road police package or equivalent		
Speed Management		
Locking gas cap		
4 remappable steering wheel switches		
Air Conditioning		
9" spacing between the front seats for police console		
Front Deflector Plate (Skid Plate)		
Drivers Side Factory Mounted LED Spot Light		
<b>SUB – TOTAL AMOUNT</b>	\$	.
<b>OTHER COSTS</b>	\$	.
<b>SALES TAX</b>	\$	.
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$	.

*Unable to meet specs. Don Carter*

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** \_\_\_\_\_

**Vendor Name:** *Automation Chex-Gilbert* **Vendor Phone Number:** *480 827 3343*

**GILA COUNTY**  
**NOTICE OF INVITATION FOR BID**

**BID NO. 101314**

**UP TO FIVE (5) NEW AWD UTILITY POLICE INTERCEPTORS OR EQUAL**



**\*BOARD OF SUPERVISORS\***  
Michael A. Pastor, Chairman  
Tommie C. Martin, Vice Chairman  
John D. Marcanti, Member

**\*COUNTY MANAGER\***  
Don E. McDaniel Jr.



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
101314**

**BID DUE DATE: November 19, 2014**

**TIME: 11:00 AM**

**DESCRIPTION: Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: JEANNIE SGROI  
GUERRERO COMPLEX  
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

**Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501**

In accordance with A.R.S. §41-2533, Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612 or click on the following link to the County website . [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

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

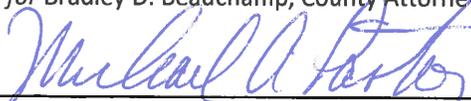
Arizona Silver Belt advertisement dates: November 05, 2014 and November 12, 2014

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 200-1580

Signed:   
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: 10-28-14

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

Date: 10-28-14

TABLE OF CONTENTS

CONTENT	PAGE
Solicitation.....	1
Scope of Work.....	3
<b>Exhibit "A"; Instructions to Vendors.....</b>	<b>4-6</b>
Preparation of Sealed Bid.....	4
Amendments.....	4-5
Inquiries.....	5
Late Proposals.....	5
Submittal Bid Format.....	5-6
<b>General Terms and Conditions.....</b>	<b>7-10</b>
Acceptance Contract/Agreement.....	7
Protests.....	7
Laws & Ordinances.....	8
<b>Exhibit "B" Contract Award Agreement.....</b>	<b>8-10</b>
Overcharges by Antitrust Violations.....	8
Authority to Contract.....	8
Contract Amendments.....	8
Contract Default.....	8-9
Right of Assurance.....	9
Costs & Payments.....	9
Co-op Intergovernmental Purchasing Agreement.....	9
Cancellation of County Contracts.....	9
Termination of Contract.....	9-10
<b>Exhibit "C"; Minimum Product Specifications/Information.....</b>	<b>11</b>
Section 1.0; General Purpose.....	11
Section 2.0; Bid Pricing.....	11
Section 3.0; Order and Delivery.....	11
<b>Qualification and Certification Form.....</b>	<b>12</b>
<b>Price Sheet.....</b>	<b>13-17</b>
<b>No Collusion Affidavit.....</b>	<b>18</b>
<b>Legal Arizona Workers Act Compliance.....</b>	<b>19</b>
<b>Vendor Checklist.....</b>	<b>20</b>
<b>Offer Page.....</b>	<b>21</b>
<b>Acceptance of Offer Page.....</b>	<b>22</b>

**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the purchase of up to Five (5) New AWD Utility Police Interceptors or Equal, for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bids shall be considered for award.

**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS****Preparation of Sealed Bid Proposal**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

*Instructions to Vendors continued...*

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 20.

Failure to indicate receipt of addenda in the above manner may result in a bid proposal being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "N/A" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### **Inquiries**

Any questions related to this IFB 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 an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals 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.

- A. Bid results ARE NOT provided in response to telephone inquiries or email requests. A tabulation of bids received is on file in the Gila County Board of Supervisors Office and will be available for review after contract award.

### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

### **Submittal Bid Format:**

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, 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 Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

*Instructions to Vendors continued...*

3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Up to Five (5) AWD Utility Police Interceptors or Equal", "Bid No. 101314", "November 19, 2014" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any 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 Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Vendor(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 Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(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 Vendors who have submitted a bid proposal under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

General Terms & Conditions continued...

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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" VENDOR AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification form page 12. This Contract shall include the Invitation for Bids No. 101314 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**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 Vendor 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 Bids No. 101314, issued by the County, and the offer submitted by the Vendor 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 which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor 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 Vendor.

**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 Vendor.

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:

*General Terms & Conditions continued...*

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Vendor 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 Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(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 Vendor for acting or failing to act as in any of the following:

*General Terms & Conditions continued...*

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor 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 Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 101314**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to purchase up to Five (5) New AWD Utility Police Interceptors or Equal. This Invitation for Bid No. 101314 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

Note: 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:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING**: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. 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.
- 3.3 **DELIVERY TIME**: Vehicles must be delivered no later than 12 weeks of receipt by Vendor of County Purchase Order. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

Minimum Specifications continued...

3.4 Vendor 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 Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

The applicant submitting this Bid Proposal warrants the following:

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

McSpadden Fred LODI N Broad Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?

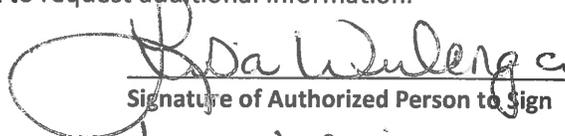
\_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

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

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

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

Sales / Finance Manager  
Title

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 wks from order.

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405

19L EASY FUEL W/LK \$20

.112.6" WB

43S MY FLT SPD MGMT 60

YZ OXFORD WHITE

51R DRV LED SPT LMP 395

9 CLTH BKTS/VNL R

59S KEYLESS W/O PAD 260

W BLACK INTERIOR

61S CONFIG STR WHL 155

500A EQUIP GRP

66A FRONT HDLMP PKG NC

99R .3.7L V6 TIVCT NC

.GRILL WIRING

44C .6-SPD AUTO TRAN NC

76D DEFLECTOR PLATE 335

53M SYNC SYSTEM 295

67H ROAD READY PKG 3415

TOTAL BASE AND OPTIONS 36510

.DR LOCK PLUNGER

TOTAL 36510

.100 WATT SIREN

\*THIS IS NOT AN INVOICE\*

.TAIL LAMP PKG

.REAR LIGHT PKG

\* MORE ORDER INFO NEXT PAGE \*

.RR MOUNT PLATE

F8=Next

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F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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QC20389

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: 12-14 weeks from order.

Vendor Name: McSpadden Ford Inc. Vendor Phone Number: (928) 425-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405  
 .112.6" WB  
 YZ OXFORD WHITE  
 9 CLTH BKTS/VNL R  
 W BLACK INTERIOR  
 500A EQUIP GRP  
 99R .3.7L V6 TIVCT NC  
 44C .6-SPD AUTO TRAN NC  
 53M SYNC SYSTEM 295  
 67H ROAD READY PKG 3415  
 .DR LOCK PLUNGER  
 .100 WATT SIREN  
 .TAIL LAMP PKG  
 .REAR LIGHT PKG  
 .RR MOUNT PLATE

19L EASY FUEL W/LK \$20  
 43S MY FLT SPD MGMT 60  
 51R DRV LED SPT LMP 395  
 595 KEYLESS W/O PAD 260  
 61S CONFIG STR WHL 155  
 66A FRONT HDLMP PKG NC  
 .GRILL WIRING  
 76D DEFLECTOR PLATE 335

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

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**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from order

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928)425-4491

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405

19L EASY FUEL W/LK \$20

.112.6" WB

43S MY FLT SPD MGMT 60

YZ OXFORD WHITE

51R DRV LED SPT LMP 395

9 CLTH BKTS/VNL R

59S KEYLESS W/O PAD 260

W BLACK INTERIOR

61S CONFIG STR WHL 155

500A EQUIP GRP

66A FRONT HDLMP PKG NC

99R .3.7L V6 TIVCT NC

.GRILL WIRING

44C .6-SPD AUTO TRAN NC

76D DEFLECTOR PLATE 335

53M SYNC SYSTEM 295

67H ROAD READY PKG 3415

TOTAL BASE AND OPTIONS 36510

.DR LOCK PLUNGER

TOTAL 36510

.100 WATT SIREN

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.TAIL LAMP PKG

.REAR LIGHT PKG

\* MORE ORDER INFO NEXT PAGE \*

.RR MOUNT PLATE

F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

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QC20389

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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F3/F12=Veh Ord Menu

F1=Help

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F4=Submit

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QC20389

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>	\$29,789.96	
<b>OTHER COSTS</b>	\$ -0-	
<b>SALES TAX</b>	\$2,266.14	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$32,056.10	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from Order.

**Vendor Name:** McSpadden Ford Inc. **Vendor Phone Number:** (928) 425-4491

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO

PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$30405

19L EASY FUEL W/LK \$20

.112.6" WB

43S MY FLT SPD MGMT 60

YZ OXFORD WHITE

51R DRV LED SPT LMP 395

9 CLTH BKTS/VNL R

595 KEYLESS W/O PAD 260

W BLACK INTERIOR

61S CONFIG STR WHL 155

500A EQUIP GRP

66A FRONT HDLMP PKG NC

99R .3.7L V6 TIVCT NC

.GRILL WIRING

44C .6-SPD AUTO TRAN NC

76D DEFLECTOR PLATE 335

53M SYNC SYSTEM 295

67H ROAD READY PKG 3415

TOTAL BASE AND OPTIONS 36510

.DR LOCK PLUNGER

TOTAL 36510

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F8=Next

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F2=Return to Order

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QC20389

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Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

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B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

TOTAL 36510

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F7=Prev

F1=Help

F2=Return to Order

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QC20389

**PRICE SHEET**

**DESCRIPTION: One (1) New AWD Utility Police Interceptor or Equal** (Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2015 Ford Utility Interceptor

MINIMUM SPECIFICATIONS One (1) New AWD utility police interceptor or equal	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Keyless entry	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Hands free phone feature, SYNC or equal	X	
Reverse sensing or equivalent	X	
Cruise Control	X	
AM / FM Clock (CD)Radio	X	
300 H.P. 6 Cylinder Gas Engine	X	
Ready for the road police package or equivalent	X	
Speed Management	X	
Locking gas cap	X	
4 remappable steering wheel switches	X	
Air Conditioning	X	
9" spacing between the front seats for police console	X	
Front Deflector Plate (Skid Plate)	X	
Drivers Side Factory Mounted LED Spot Light	X	
<b>SUB - TOTAL AMOUNT</b>		\$29,789.96
<b>OTHER COSTS</b>		\$ -0-
<b>SALES TAX</b>		\$2,266.14
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>		\$32,056.10

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** 12-14 weeks from Order

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** (928) 405-4491

==>

Dealer: F71480

2015 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: A2 Ord FIN: QA521 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: GILA CO PO Number:

RETAIL

RETAIL

76R REVERSE SENSING \$275

FLEX FUEL

SP DLR ACCT ADJ

SP FLT ACCT CR

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B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 895

TOTAL BASE AND OPTIONS 36510

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F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

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QC20389

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

Lisa Wielenga  
(Name of Individual) being first duly sworn, deposes and says:

That he is Sales / Finance Manager  
(Title)  
of McSpadden Food Inc. and  
(Name of Business)

That he is bidding on **Gila County Bid No. 101314 - Up to Five (5) New AWD Utility Police Interceptors or Equal** and,

That neither he nor anyone associated with the said McSpadden Food Inc.  
(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.

McSpadden Food Inc  
Name of Business  
By Lisa Wielenga  
Title Sales / Finance Manager

Subscribed and sworn to before me this 17 day of November, 2014.

Kim McSpadden  
Notary Public

My Commission expires:  
Jan 5, 2015



**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

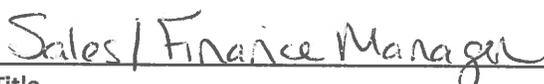
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this IFB. If bidder fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

REQUIRED DOCUMENT

COMPLETED / EXECUTED

QUALIFICATION & CERTIFICATION FORM

X

PRICE SHEET

X

NO COLLUSION AFFADAVIT

X

LEGAL ARIZONA WORKS ACT COMPLIANCE

X

OFFER PAGE

X

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>dw</u> #1	<u>dw</u> #2	<u>dw</u> #3	<u>dw</u> #4	<u>dw</u> #5
Date	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>	<u>11-17-14</u>

Signed and dated this 17th day of November, 2014

McSpadden Food Inc

VENDOR:

[Signature]  
BY: (Signature)

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal.** All proposals shall be filed with the Gila County Finance Department at the Guerrero Complex, 1400 E. Ash St., Globe, AZ on or before November 19, 2014, 11:00 AM.

OFFER PAGE

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

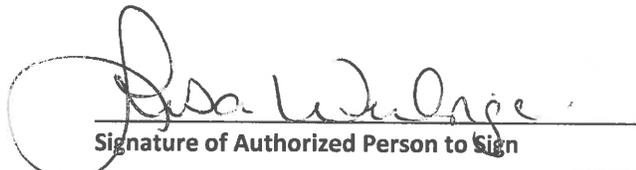
**CONTRACT NUMBER: 101314 Up to Five (5) New AWD Utility Police Interceptors or Equal**

**Firm Submitting Proposal:**

McSpadden Ford Inc  
Company Name  
1001 N Broad.  
Address  
Globe AZ 85501  
City State Zip

**For clarification of this offer, contact:**

Name: Lisa Wielenge  
Phone No.: (928) 425-4491  
Fax: (928) 425-9390  
Email: mcspaddensales@cableone.net

  
Signature of Authorized Person to Sign  
Lisa Wielenge  
Printed Name  
Sales/Finance Manager  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Vendor McSpadden Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 101314 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 101314. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney



*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-2854**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Marian  
Sheppard, Clerk

Department: Clerk of the Board of Supervisors

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates 1-1-15 through      Grant?: No

Begin & End: 12-31-15

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

2015 Contract Award for Annual Newspaper Advertising - Call for Bids No. 102414.

Background Information

ARS 11-255 (A) states, "*The board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.*" Subsection (B) of that statute states, "*Written notice of letting the contract shall be deposited in the post office by the clerk of the board, postage prepaid, addressed to the office of each qualified newspaper within the county, at least ten days prior to the opening of bids, calling for written bids for the advertising, publications and printing required by all county departments during the ensuing year, and stating on what day the bids received will be opened .*"

Evaluation

On October 29, 2014, the bid specifications for this contract were sent by certified mail to the two newspapers; Arizona Silver Belt and Payson Roundup, which are qualified by statute to provide these services.

Those newspapers have, for at least one year, been admitted to the United States mail as second-class matter. A public notice of this Call for Bids was also published in the Arizona Silver Belt, the official newspaper of Gila County for 2014, on October 29, 2014.

Conclusion

Bids were opened by Jeannie Sgroi and Joni Erwin in Jeannie Sgroi's office at 10 a.m. on Friday, November 14, 2014, of which a summary of the bidders' names and qualifications is attached to this agenda item.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors review all bids submitted pertaining to Call for Bids No. 102414 and award a contract to the lowest and best bidder.

ARS 11-255 (D) states, "*The newspaper which is awarded the contract pursuant to subsection C may be referred to as the official newspaper of the county.*"

Suggested Motion

Information/Discussion/Action to review all bids submitted for Call for Bids No. 102414 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2015; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder.

**(Jeff Hessenius)**

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Attachments

Call for Bids-Bid Call No. 102414

Public Notice for Call for Bids No. 102414

Certified Letters re Call for Bids No. 102414

Bids Submitted for Call for Bids No. 102414

Acceptance of Offer

Legal Explanation

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**PUBLIC NOTICE**  
**GILA COUNTY CALL FOR BID**  
**BID CALL 102414 NEWSPAPER ADVERTISING**

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**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2015.

**SUBMITTAL DUE DATE:** 10:00 A.M., Arizona Time, Friday, November 14, 2014

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) **must be addressed separately** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 29<sup>th</sup> day of October 2014.

Signed: Jeannie Sgroi  
Jeannie Sgroi, Contract Administrator

**NOTICE OF CALL FOR BIDS FOR AN ANNUAL CONTRACT WITH GILA COUNTY FOR A NEWSPAPER TO PROVIDE FOR ALL ADVERTISING, PUBLICATIONS AND PRINTING.**

Pursuant to A.R.S. §11-255, the Gila County Board of Supervisors has called for bids and will let an annual contract for all advertising, publications and printing required to be done or made by all departments of County government. All qualified newspapers within the County are invited to submit a bid for the year January 1, 2015, through December 31, 2015.

This Bid Call becomes a Contract when award by the Gila County Board of Supervisors is confirmed to the Bidder in writing.

**Specifications:**

1. For publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the successful bidder has been admitted for at least one (1) year to the United States mail as second-class matter.
3. Pursuant to A.R.S. §39-202(A), all bids for public printing by a newspaper shall be accompanied by an affidavit of the publisher that the newspaper complies with the provisions of section 39-201.
4. All materials and documents to be published shall be made available to the successful bidder at the office of the department submitting the item for publication. Alternatively, the successful bidder must be able to receive the documents electronically from Gila County via the Internet.
5. Attachment "A" is a sample of a publication item. In order to ensure there will be no changes made to the sample publication item, it will also be e-mailed to you for your use. Submit how this sample would appear in your publication as a legal notice with the following specifications: font=Helvetica; type size=6 pt.; and leading=6. Quote the total price to publish this ad one (1) time in your newspaper using your newspaper's usual legal notice column width. Also, indicate the per column inch rate that this quote reflects.

The Gila County Board of Supervisors will accept the lowest bid based on the **total** cost of the above ad and not the lowest per column inch rate indicated as column widths vary by newspaper.

6. The successful bidder will ensure that each invoice and affidavit of publication will be mailed to the Gila County Finance Department. The successful bidder will also provide a separate invoice with an assigned invoice number for each publication order. Each invoice needs to clearly identify:
  - a. Invoice Number
  - b. Name of person and department that submitted the order
  - c. Ad Type, i.e. Legal, Display, Classified, etc.
  - d. Publication dates
  - e. Calculation Format: Number of column inches x price per column inch equals SUBTOTAL x number of publications equals TOTAL INVOICE AMOUNT (example: 2 column inches x \$3.00 per column inch = \$6.00 x 2 publications = \$12.00)
  
7. All publications must be published on the date specified by the requesting department, and no alternative date shall be used unless provided by the requesting party. The successful bidder will be responsible for proofreading, except for camera-ready items.

The contract shall be made with the lowest and best bidder. In determining who is the lowest "responsible bidder" for the county advertising, publications and printing, the Board may consider, in addition to pecuniary ability, bidder's facilities, skill, capacity, experience, and integrity.

Bids will be opened and read publicly at 10:00 AM, on Friday, November 14, 2014, at the offices of the Finance Department located at the Guerrero Building, 1400 E. Ash Street, Globe, Arizona. Bidders are invited to be present at the bid opening. The Board reserves the right to accept or reject part or all of any bid, or to waive any informality in any bid.

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 102414 Newspaper Advertising**

**Bidder Submitting Proposal:**

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Bidder \_\_\_\_\_ is now bound to provide the services listed in Bid Call No.: 102414 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 102414. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it 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

**ATTACHMENT "A"**

**Sample Publication Item:**

**INVITATION FOR BIDS  
BID CALL NO. 102414**

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501**, until **THURSDAY, SEPTEMBER 25, 2008, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1**, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**RUSSELL ROAD/HOSPITAL DRIVE EXTENSION , GILA COUNTY, ARIZONA BID CALL NO. 070108-1**". All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County 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.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed: \_\_\_\_\_

Bryan B. Chambers, Deputy County Attorney  
for Bradley D. Beauchamp, County Attorney

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_

Don E. McDaniel, County Manager

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**PUBLIC NOTICE**  
**GILA COUNTY CALL FOR BID**  
**BID CALL 102414 NEWSPAPER ADVERTISING**

---

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Finance Department for all newspaper advertising, publications and printing for calendar year 2015.

**SUBMITTAL DUE DATE:** 10:00 A.M., Arizona Time, Friday, November 14, 2014

**RETURN BID TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO BUILDING  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation from Jeannie Sgroi at the Finance Department, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) **must be addressed separately** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Finance Department's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to the attention of Jeannie Sgroi, Gila County Finance, Guerrero Building, 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Jeannie Sgroi at 928-402-8612.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Finance Department, Globe, AZ.

Dated this 24<sup>th</sup> day of October 2014.

Signed: Jeannie Sgroi  
Jeannie Sgroi, Contract Administrator

**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



**Don E. McDaniel Jr., County Manager**  
Clerk of the Board  
Phone (928) 425-3231 Ext. 8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

**GILA COUNTY**

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

October 29, 2014

Mr. Marc Marin, Publisher  
Arizona Silver Belt  
P.O. Box 31  
Globe, Arizona 85502

Dear Mr. Marin:

Enclosed please find Gila County's Call for Bid number 102414, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2015, through December 31, 2015. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 10:00 A.M./M.S.T. on Friday, November 14, 2014.

For compliance purposes, please  
Should you have questions, Jeannie Sgroi

Sincerely,

Jeannie Sgroi  
Contract Administrator

/js

Enclosure

M. Sheppard, Clerk of the Board  
L. Kline, Deputy Clerk

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <i>Bethel Baker</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Bethel Baker</i></p> <p>C. Date of Delivery <i>OCT 31 2014</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; text-align: center;">Arizona Silver Belt ATTN: Marc Marin P.O. Box 31 Globe, AZ 85502</div>	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
7014 0150 0000 5664 2663	

**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



**Don E. McDaniel Jr., County Manager**  
Clerk of the Board  
Phone (928) 425-3231 Ext. 8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

October 29, 2014

Mr. John Naughton  
Payson Roundup  
P.O. Box 2520  
Payson, Arizona 85547

Dear Mr. Naughton:

Enclosed please find Gila County's Call for Bid number 102414, an annual contract for all advertising, publications and printing required to be done or made by all County departments for the period January 1, 2015, through December 31, 2015. All bids are to be submitted to Gila County Finance Department, Attention: Jeannie Sgroi, by no later than 10:00 A.M./M.S.T. on Friday, November 14, 2014.

For compliance purposes, please address bid specification item numbers separately in your bid. Should you have questions, Jeannie Sgroi, Contract Administrator, (928) 425-3231 Ext. 8753.

Sincerely,

Jeannie Sgroi  
Contract Administrator

/js

Enclosure

M. Sheppard, Clerk of the Board  
L. Kline, Deputy Clerk

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to:  Payson Roundup ATTN: John Naughton P.O. Box 2520 Payson, AZ 85547	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
	7014 0150 0000 5664 2687

11-14-14  
10:00 A.M.

Present:

Jeannie Sgroi  
Joni Erwin

**CHECKLIST FOR ANNUAL NEWSPAPER CONTRACT  
SEALED BIDS FOR 2015 CONTRACT YEAR  
BID OPENING ON FRIDAY, NOVEMBER 14, 2014, AT 10:00 A.M.  
GUERRERO CONFERENCE ROOM  
Present: Jeannie Sgroi and Joni Erwin**

NAME OF NEWSPAPER	ITEM 1 Agrees to publish <u>all</u> official or legal notices, publications, classified advertisements & all other matters	ITEM 2 Per ARS 11-255(C), <u>admitted for at least 1 year to the U.S. mail as second-class matter</u>	ITEM 3 Per ARS 39-202(A), agrees to <u>provide an affidavit</u> of the publisher that the newspaper complies with provisions of ARS 39-201	ITEM 4 Must be able to <u>electronically receive</u> County documents to be published via the Internet	ITEM 5 Provide the <u>Per column Inch rate</u> to publish sample minutes and the <u>total cost</u>	ITEM 6 Ensure that <u>Invoices are mailed to dept.</u> that submitted the publication order	ITEM 7 Agrees to <u>publish on the date specified</u> by the submitting dept.
ARIZONA SILVER BELT	Yes	Yes	Yes	Yes	9 column inches at \$3.40 per column inch Sample item = \$30.60 plus 2% Sales tax = \$31.21	Yes	Yes
PAYSON ROUNDUP	NO BID						



## ARIZONA SILVER BELT

298 N. PINE ST.

GLOBE, AZ 85501

PHONE: 928.425.7121 FAX: 928-425-7121

Jeannie Sgroi  
Gila County Finance Department  
1400 E. Ash St.  
Globe, AZ 85501

RE: Newspaper Advertising - Bid #102414

The Arizona Silver Belt is pleased to offer the following bid for printing of all newspaper advertising, publications and printing for the calendar year 2015.

1. The bid applies to the publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the Arizona Silver Belt has a second class mailing permit with the United States Post Office, and has had this permit continuously for many years. Our publication number is 0030-880.
3. Pursuant to A.R.S. §39-202(A), an affidavit showing that the Arizona Silver Belt complies with the provisions of section 39-201 accompanies this document.
4. The Arizona Silver Belt can receive materials and documents electronically from Gila County via the Internet at the following e-mail address: [production@silverbelt.com](mailto:production@silverbelt.com). Items may also be faxed or mailed. All correspondence must be in by noon the Friday prior to our Wednesday publication date.
5. The sample publication item is attached and the price, for one publication, with our bid of \$3.40 per column inch, would be \$30.60 as indicated in the margin of the sample. (Two percent sales tax must be added, bringing the total to \$31.21).
6. Invoices will be mailed to the specific Gila County department that submitted the item for publication. Separate invoices with an assigned invoice number for each publication order will also be provided. The following information will be included on each invoice: Invoice Number, Name of Person and Department that submitted the order, Ad Type (i.e. Legal, Display, Classified, etc.), Publication Date(s), and a calculation showing how the price was computed (for example: 2 column inches x \$3.30 per column inch = \$6 x 2 publications = \$6.60)
7. All publications will be published on the date specified by the requesting department, and no alternative date shall be used unless approved by the requesting party. The Arizona Silver Belt will be responsible for proofreading, except for camera-ready items.

The Arizona Silver Belt has been publishing in Arizona since 1878. Our offices and printing facilities are located at 298 N. Pine St., Globe, AZ 85501. The Arizona Silver Belt is published by Cobre Valley Publishing, Inc. and is under the umbrella of News Media Corporation, located in Rochelle, Illinois. The Arizona Silver Belt is published on Wednesdays and is distributed through mail, vendors and carriers. It is available at 29 locations.

The Arizona Silver Belt is pleased to submit a bid of \$3.40 per column inch per insertion for all newspaper advertising, publications and printing for calendar year 2015. Two percent sales tax will be added to the total. Legal advertisements will be in 6 point Helvetica type.

Thank you for your consideration of the Arizona Silver Belt.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Marin", written in a cursive style.

Marc Marin,  
Publisher

**INVITATION FOR BIDS**

**BID CALL NO. 102213-01**

Sealed bids will be received by Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501, until **THURSDAY, SEPTEMBER 25, 2008 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1**, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above. All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1". All Bids shall be mailed or delivered to the Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

The Gila County 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.

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

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

Date: \_\_\_/\_\_\_/\_\_\_

Signed: \_\_\_\_\_  
Don E. McDaniel, County  
Manager

Date: \_\_\_/\_\_\_/\_\_\_

9 column inches x 3.40 = \$30.60

\$30.60 x .02 (tax) = \$31.21

Affidavit of Publication

State of Arizona  
County of Gila

Marc Marin, or his authorized representative being first duly sworn deposes and says: That he is the Publisher of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described   √   legal, or    advertising was duly published.

U.S. POSTAL SERVICE STATEMENT OF OWNERSHIP, MANAGEMENT AND CIRCULATION  
(All Periodicals Publications Except Requester Publications)

- 1. Publication Title: Arizona Silver Belt
- 2. Publication Number: 030-880.
- 3. Filing Date: 10-1-14.
- 4. Issue Frequency: Weekly.
- 5. Number of Issues Published Annually: 52.
- 6. Annual Subscription Price: \$44.25 In County, \$50.85 Out of County.
- 7. Complete Mailing Address of Known Office of Publication: P.O. Box 31, Globe, Arizona 85502. Contact Person: Marc Marin. Telephone: 928-425-7121.

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the   √   Arizona Silver Belt newspaper, and/or the   √   San Carlos Apache Moccasin newspaper. The dates of publication being as follows, to wit:

October 8, 2014

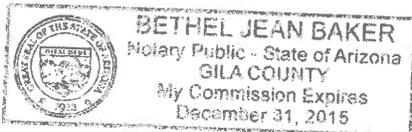
*Marc Marin*

(s) By: Marc Marin  
Publisher

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me **October 8, 2014**, by Marc Marin.

*Bethel Jean Baker*  
Notary Public



My Commission Expires:  
December 31, 2015

- U.S. POSTAL SERVICE STATEMENT OF OWNERSHIP, MANAGEMENT AND CIRCULATION (All Periodicals Publications Except Requester Publications)
- 1. Publication Title: Arizona Silver Belt
- 2. Publication Number: 030-880.
- 3. Filing Date: 10-1-14.
- 4. Issue Frequency: Weekly.
- 5. Number of Issues Published Annually: 52.
- 6. Annual Subscription Price: \$44.25 In County, \$50.85 Out of County.
- 7. Complete Mailing Address of Known Office of Publication: P.O. Box 31, Globe, Arizona 85502. Contact Person: Marc Marin Telephone: 928-425-7121.
- 8. Complete Mailing Address of Headquarters of General Business Office of Publisher: 211 Highway 38 E. Rochelle, IL 61068.
- 9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor: Publisher, Marc Marin, 351 E. Cedar St., Globe, AZ 85501. Editor: Same as above. Managing Editor: Same as above.
- 10. Owner: John C. and Cynthia L. Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
- 11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities: Wells Fargo Bank, Sixth and Marquette, Minneapolis, MN 55479.
- 12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates). The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes: Has Not Changed During Preceding 12 Months.
- 13. Publication Name: Arizona Silver Belt.
- 14. Issue Date for Circulation Data Below: 9/10/2014.
- 15. Extent and Nature of Circulation - Average No. Copies Each Issue During Preceding 12 Months-No. Copies of Single Issue Published Nearest to Filing Date:
  - a. Total No. Copies (Net Press Run): 2,483/2,462.
  - b. Paid Circulation (By Mail and Outside by Mail):
    - (1) Mailed Outside-County Paid Subscriptions stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) 279/271.
    - (2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) 493/480.
    - (3) Paid Distribution Outside the Mails including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS® 1,122/1,198.
    - (4) Paid Distributed by Other Mail Classes Through the USPS (e.g. First-Class Mail®): 0/0.
    - c. Total Paid Distribution: (Sum of 15b (1), (2), (3), and (4)): 1,894/1,949.
    - d. Free or Nominal Rate Distribution (by Mail and Outside the Mail):
      - (1) Free or Nominal Rate Outside-County Copies included on PS Form 3541 10/10.
      - (2) Free or Nominal Rate In-County Copies included on PS Form 3541 6/6.
      - (3) Free or Nominal Rate

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 102414 Newspaper Advertising**

**Bidder Submitting Proposal:**

**For clarification of this offer, contact:**

Arizona Silver Belt

Company Name

298 N. Pine St.

Address

6666 AZ 85501

City

State

Zip

Name: Marc Marin

Phone No.: 928-425-7131

Fax 928-425-7001

Email: publisher@silverbelt.com

  
Signature of Authorized Person to Sign

Marc Marin  
Printed Name

Publisher  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Bidder Arizona Silver Belt is now bound to provide the services listed in Bid Call No.: 102414 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 102414. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it 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 County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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**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 County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney**



*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.

**Regular BOS Meeting**

Meeting Date: 12/02/2014  
Submitted For: Jacque Griffin, Asst. County Manager/Librarian  
Submitted By: Janice Cook, Administrative Services Manager, Asst County Manager/Library District  
Department: Asst County Manager/Library District Division: Administrative Services

InformationRequest/Subject

Gila County Comments to EPA on Definition of "Waters of the United States" under the Clean Water Act

Background Information

After U.S. Supreme Court decisions in ***Solid Waste Agency of Northern Cook County*** ("SWANCC") ***v. U.S. Army Corps of Engineers*** (531 U.S. 159; 2001) and ***Vassilis Rapanos*** ("Rapanos") ***v. United States*** (547 U.S. 715; 2006), the scope of "waters of the U.S." protected under all Clean Water Act (CWA) programs has been an issue of considerable debate and uncertainty. The Act has a single definition for "waters of the United States." As a result, these decisions affect the geographic scope of all CWA programs. SWANCC and Rapanos did not invalidate the current regulatory definition of "waters of the United States." However, the decisions established important considerations for how those regulations should be interpreted, and experience implementing the regulations has identified several areas that could benefit from additional clarification through rulemaking. The U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers are developing a proposed rule for determining whether a water is protected by the Clean Water Act. This rule would make clear which waterbodies are protected under the Clean Water Act. The public comment period for the proposed rule closed on November 14, 2014.

The Eastern Arizona Counties Organization (ECO), whose member counties are Apache, Gila, Graham, Greenlee, and Navajo, has closely followed the developments in the proposed rule. ECO is concerned that the proposed rule will drastically modify existing regulations; expand significantly the scope of the Clean Water Act's jurisdiction; and, likely lead to affected Counties facing major regulatory impacts as more waters become federally protected and subject to new rules or standards. ECO has compiled a set of comments (which were assembled from its own research and analysis; a recommendation by the National Association of Counties; and, recently released EPA Science Advisory Boards reports) for each of its member counties to submit during the public comment period.

Evaluation

It is in the best interests of the residents and visitors of Gila County that the Board of Supervisors diligently follow the developments of the EPA's proposed rule regarding the definition of "Waters of the United States" under the Clean Water Act. The comments submitted on behalf of the Board during the public comment period reflect the shared position of the ECO member counties, the National Association of Counties, and recently released scientific data and analysis.

Conclusion

Gila County's comments regarding the proposed rule by the Environmental Protection Agency defining "Waters of the United States" under the Clean Water Act were electronically submitted on November 12, 2014, in order to meet the November 14, 2014, filing deadline. The comments were compiled by the Executive Director of the Eastern Arizona Counties Organization (ECO) on behalf of its member counties -- Apache, Gila, Graham, Greenlee and Navajo. Due to these potentially negative impacts, insufficient time to process an agenda item prior to the comment period deadline, and Administration's belief that ECO's analysis and summary accurately reflected Gila County's position, the comments were submitted on behalf of the Board. A formal ratification of that action is appropriate under the circumstances.

Recommendation

Administration recommends ratification of the comments submitted on November 12, 2014, to the EPA regarding the definition of "Waters of the United States" under the Clean Water Act.

Suggested Motion

Information/Discussion/Action to ratify the November 12, 2014, electronic submission of comments to the Environmental Protection Agency on the definition of "Waters of the United States" under the Clean Water Act, which were due no later than November 14, 2014. **(Jacque Griffin)**

Attachments

Definition: Waters of the U.S.



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

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

**John D. Marcanti, District III**  
(928) 402-8726  
[jmarcanti@gilacountyaz.gov](mailto: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](mailto:dmcdaniel@gilacountyaz.gov)

**Marian Sheppard,  
Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

November 12, 2014

Donna Downing  
Jurisdiction Team Leader, Wetlands Division  
U.S. Environmental Protection Agency  
Water Docket, Room 2822T  
Docket ID No. EPA-HQ-OW-2011-0880  
1200 Pennsylvania Avenue N.W.  
Washington, D.C. 20460

Stacey Jensen  
Regulatory Community of Practice  
Docket ID No. EPA-HQ-OW-2011-0880  
U.S. Army Corps of Engineers  
441 G Street N.W.  
Washington, DC 20314

Electronic filing: <http://www.regulations.gov> Docket ID No. EPA-HQ-OW-2011-0880

Email filing: [ow-docket@epa.gov](mailto:ow-docket@epa.gov)

Re: Gila County comments on the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers ("Corps") Proposed Rule on the Definition of "Waters of the United States" Under the Clean Water Act (CWA), Docket ID No. EPA-HQ-OW-2011-0880.

Dear Ms. Downing and Ms. Jensen:

Gila County has been a stakeholder in the efforts to develop and implement landscape scale forested ecosystems restoration; watersheds restoration; endangered and threatened fauna and flora protection; and, natural resources management for the last two decades. Gila County is actively involved as stakeholder, cooperating agency and coordinating local government in federal and state projects such as, among others, the nation's largest forested ecosystems restoration effort: the Four Forest Restoration Initiative; the ground breaking Arizona Watersheds Investment Fund; the Mexican Wolf

Recovery Program; and, numerous state or local scale natural resources management projects and natural resources-based economic development initiatives.

Counties are tasked with the heavy responsibility to protect the health, welfare, and safety of their citizens, as well as maintain and improve their quality of life. This includes protection of valuable water resources, whether as a regulated entity or regulator, to ensure that the nation's waters remain clean.

Gila County is concerned that the proposed rule would modify drastically existing regulations; expand significantly the scope of the Clean Water Act jurisdiction; and that Counties are likely to face major regulatory impacts as more waters become federally protected and subject to new rules or standards.

Specifically, Gila County would like to express the following concerns.

### **Agency Consultation with State and Local Partners**

Gila County understands that EPA and the Corps are moving forward with a proposed rule, rather than a guidance document, as originally proposed. Gila County has concerns with the process used to create this proposal, and specifically whether impacted state and local governments were adequately consulted throughout the process.

### **The proposed rule raises federalism concerns and could impose direct and indirect costs.**

Under Executive Order 13132 *Federalism*, federal agencies are required to work with state and local governments on proposed regulations that have substantial direct compliance costs. Since the agencies have determined that the definition of "waters of the U.S." imposes only "indirect" costs, the agencies state in the proposed rule that the new definition does not trigger Federalism considerations. However, the agencies' cost-benefits analysis: *Economic Analysis of Proposed Revised Definition of Waters of the U.S.* (March 2014), contradicts the notion that there are no federalism concerns. The economic analysis acknowledges that there may be additional implementation costs for a number of CWA programs and cautions that the data used and the assumptions made to craft the analysis may be flawed (p. 2).

Since states, local governments and their agencies implement and enforce CWA programs, Gila County believes that the "waters of the U.S." definitional change does have a substantial direct effect on these entities. The economic analysis agrees, stating that CWA "programs may subsequently impose direct or indirect costs as a result of implementation..." (p. 2).

### **The proposed rule should follow, not precede, the science report**

In addition to the aforementioned issues, Gila County is concerned with the sequence and timing of the science report, *Connectivity of Streams and Wetlands to Downstream Waters: A Review and Synthesis of the Scientific Evidence*, and how it fits in the proposed "waters of the U.S." rulemaking process, especially since the document will be used as a scientific basis for the proposed rule. Releasing the proposed rule before the connectivity report is finalized seems premature and the agencies may have missed a valuable opportunity to review comments or concerns raised in the final report that would inform development of the proposed rule.

## The agency's cost-benefit analysis assumptions and methodologies are flawed

As previously mentioned, while the agencies have performed cost-benefit analysis of the definitional changes on CWA programs, they have acknowledged that the data used and the assumptions made to craft the analysis may be flawed. Additionally, the methodologies used to determine economic costs and benefits to the proposed rule are misleading. In its economic cost analysis for the proposed rule, the agencies have indicated that 2.7% of new waters will be considered jurisdictional under the Section 404 program. However, the data used to compute the costs for Section 404 comes from submitted Section 404 permit applications for FY2009-2010. The economic analysis does not recognize that, under the proposal, additional waters, currently not jurisdictional, will become jurisdictional. Consequently, the analysis does not give a true accounting of the potential costs or benefits.

## Critical proposed definitions and exemptions are unclear

As acknowledged in both Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity Report *Comments to the chartered SAB on the Adequacy of the Scientific and Technical Basis of the Proposed Rule Titled "Definition of 'Waters of the United States' Under the Clean Water Act,"* and Science Advisory Board (SAB) *Consideration of the Adequacy of the Scientific and Technical Basis of the EPA's Proposed Rule titled "Definition of Waters of the United States under the Clean Water Act,"* key terms used by the "waters of the U.S." definition, such as "tributary", "adjacent waters", "riparian areas", "floodplains", "uplands" are inadequately explained and raise important questions.

Furthermore, as stated in the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity Report, *Comments to the chartered SAB on the Adequacy of the Scientific and Technical Basis of the Proposed Rule Titled "Definition of 'Waters of the United States' Under the Clean Water Act,"* "it was not clear whether the proposed rule would exclude: artificial lakes and ponds that have connections to downstream waters, underground storm water drainage, natural versus artificial swales, roadside ditches, storm water quality basins, bio swales, detention basins, industrial water processing and/or treatment facilities, desalination brine storage basins, cooling systems, oil and gas tank basins, fish farms, and rice paddies" (p. 8).

## Ditches

The proposed rule excludes from jurisdiction ditches that are excavated wholly in uplands, drain only uplands, and have less than perennial flow. In addition, the proposed rule excludes ditches that are not tributaries. However, the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity states in its report that "there was extensive discussion among panelists of the proposed exclusion of these ditches. Panelists generally agreed that many research needs must be addressed in order to discriminate between ditches that should be excluded and included" (p. 7).

Counties own and operate a number of public infrastructure ditches such as but not limited to roadside, flood control channels, drainage conveyances and storm water infrastructures. These ditches are used to safely funnel water away from homes, properties and roads to keep citizens protected. Based on the recommendations made by the Chartered Science Advisory Board, the proposed "waters of the U.S." regulation from EPA and the Corps is likely to have a significant impact on counties by potentially increasing the number of county-owned ditches that fall under federal jurisdiction.

Additionally, the EPA and the Corps state that the purpose of the rule is to provide clarity in the jurisdictional process. However, the definition is unclear. The proposed rule states that man-made conveyances, including ditches, are considered jurisdictional tributaries if they have a bed, bank and ordinary high water mark (OHWM) and flow directly or indirectly into a "water of the U.S.," regardless of perennial, intermittent or ephemeral flow. Since key terms like "uplands" and "contribute flow" are not defined, it is unclear how currently exempt ditches will be distinguished from jurisdictional ditches, especially if they are near a "water of the U.S." A public infrastructure ditch system, roadside, flood or storm water, is interconnected and can run for hundreds, if not thousands of miles. Ditches are not wholly in uplands nor do they strictly drain in uplands, since they are designed to convey overflow waters to an outlet.

Further, the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity states in its report that "one criticism discussed by Panel members was that not all tributaries will have ordinary high water marks (OHWM). The absence of OHWM is relatively common in ephemeral streams within arid and semi-arid environments or low gradient landscapes" (p. 5). Removing the requirement for ordinary high water marks and changing the "wording in the definition ... to "bed, bank, and other evidence of flow" (p. 5) could further extend jurisdiction over county-owned and operated public infrastructure ditch systems.

The proposed rule states that some ditches would not be considered "waters of the U.S." if the ditches are excavated wholly in uplands, drain only uplands and have less than perennial flow OR ditches that do not contribute flow either directly or through another water. However, it is likely to be inordinately burdensome on counties to prove that ditches do not "contribute to flow," making the distinction between exempt ditches and jurisdictional ditches virtually impossible, especially when said ditches are located in close proximity to a "water of the U.S."

### **Section 404 Permits for ditch maintenance and storm water activities**

Ditches are pervasive in counties across the nation and, until recently, were never considered to be jurisdictional by the Corps. Section 404 permits are now required for ditch maintenance activities such as cleaning out vegetation and debris.

While, in theory, a maintenance exemption for ditches exists, it is narrowly crafted and it is difficult for local governments to use the exemption. The federal jurisdictional process is not well understood and the determination process can be extremely cumbersome, time-consuming and expensive, leaving counties vulnerable to lawsuits if the federal permit process is not streamlined. Whether or not a ditch is regulated under Section 404 or not has significant financial implications for counties, especially those balancing small budgets against public health and safety needs.

Additionally, the Corps, which oversees the 404 permit program, is already severely backlogged in evaluating and processing permits. This often puts the counties and flood and storm water management agencies in a precarious position.

Since storm water management activities are not explicitly exempt under the proposed rule, Gila County is concerned that man-made conveyances and facilities for storm water management could now be classified as a "water of the U.S." Some counties and cities own Municipal Separate Storm Sewer System (MS4) infrastructure including ditches, channels, pipes and gutters that flow into a "water of the U.S." and are therefore regulated under the CWA Section 402 storm water permit program. There is a

significant potential threat for counties that own MS4 infrastructure because they would be subject to additional water quality standards (including total maximum daily loads) if their storm water ditches are considered a “water of the U.S.” Not only would the discharge leaving the system be regulated, but all flows entering the MS4 would be regulated as well. Even if the agencies do not initially plan to regulate an MS4 as a “water of the U.S.,” they may be forced to do so subsequently through CWA citizen suits, unless MS4s are explicitly exempted from the requirements.

This concern is validated with the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity stating in its report that “the Panel members noted that many of the exclusions in the proposed rule do not have strong scientific justification and, rather, reflect policy decisions that account for stakeholder concerns and / or historical practices” (p. 6).

Storm water management is often not funded as a water utility, but rather through a county general fund. If storm water costs significantly increase due to the proposed rule, not only will it potentially impact the counties ability to focus available resources on real, priority water quality issues, but it may also require that funds be diverted from other government services such as education, police, fire, etc.

By shifting the point of compliance for MS4 systems further upstream, the proposed rule could reduce opportunities for establishment of cost effective regional storm water management systems. Many counties and storm water management agencies are attempting to stretch resources by looking for regional and integrated approaches for managing storm water quality. The rule would potentially inhibit those efforts.

## Green Infrastructure

Green infrastructure is often utilized as a storm water management tool to lessen flooding and protect water quality. Green infrastructure is not explicitly exempt under the proposed rule. The proposed rule could inadvertently impact a number of these county-maintained sites by requiring Section 404 permits for non-MS4 and MS4 green infrastructure construction projects.

Additionally, it is unclear under the proposed rule whether a Section 404 permit will be required for maintenance activities on green infrastructure areas once the area is established.

## Water Reuse, Reclamation and Supply

Water reuse facilities are being built across the country to generate an additional water supply for irrigation purposes and sometimes drinking water. It is unclear how the proposed definitional changes would impact the pesticide general permit program, which is used to control weeds and vegetation around ditches, water transfer, reuse and reclamation efforts and drinking and other water delivery systems. Additional clarification is needed by the agencies.

## Jurisdictional Concern

According to EPA, the report *Connectivity of Streams and Wetlands to Downstream Waters: A Review and Synthesis of the Scientific Evidence*, Office of Research and Development of the Environmental Protection Agency (EPA is to be used as “the scientific basis needed to clarify Clean Water Act jurisdiction, including a description of the factors that influence connectivity and the mechanisms by

which connected waters affect downstream waters.” Any and all regulatory “waters of the U.S.” jurisdictional decisions will be based on the final report.

One of the report’s major conclusions states that all streams, regardless of size and flow, are connected. Specifically, the report states that streams, whether “individually or cumulatively, exert a strong influence on ... downstream waters. All tributary streams, including perennial, intermittent, and ephemeral streams are physically, chemically, and biologically connected” to downstream waters and thus, impact water quality (1-3, 1-6, 6-1).

This conclusion is supported by both the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity report: “Nearly all Panel members agreed that even though connectivity occurs along a gradient, there is nonetheless strong scientific evidence that tributaries, as a group, have strong influence on the physical, chemical, and biological integrity of downstream waters, and therefore the available science supports making all tributaries jurisdictional under the Clean Water Act” (p. 2); and the Chartered Science Advisory Board (SAB) report: “There is strong scientific evidence to support the EPA’s proposal to include all tributaries within the jurisdiction of the Clean Water Act. Tributaries, as a group, exert strong influence on the physical, chemical, and biological integrity of downstream waters, even though the degree of connectivity is a function of variation in the frequency, duration, magnitude, predictability, and consequences of physical, chemical and biological processes” (p. 2).

It is therefore likely that federal agencies may attempt to use the Report to provide the scientific basis to argue that all streams should be considered jurisdictional no matter the size or flow rate; and that EPA may use the connectivity report to propose new regulations with the Corps to interpret the scope of the CWA.

However, both boards noted, and the Chartered Science Advisory Board warned in its *Review of the Draft EPA Report Connectivity of Streams and Wetlands to Downstream Waters: A Review and Synthesis of the Scientific Evidence* that “the Report often refers to connectivity as though it is a binary property (connected versus not connected) rather than as a gradient,” and it recommended that “the interpretation of connectivity be revised to reflect a gradient approach that recognizes variation in the frequency, duration, magnitude, predictability, and consequences of those connections” (p. 2).

Gila County is concerned that the Report could allow federal agencies to assert jurisdiction in a blanket fashion over ephemeral and intermittent streams, based on a low connection gradient, rather than require federal agencies to identify a significant nexus for each non-navigable tributary with downstream navigable waters, per the significant nexus test established by the 2006 U.S. Supreme Court ruling in *Rapanos v. United States*, 547 U.S. 715, 62 ERC 1481 (2006).

## Wetlands Definition Concern

Cowardin et al. (1979) define wetland according to three criteria:

- 1) is inundated or saturated at a frequency sufficient to support, at least periodically, plants adapted to a wet environment;
- 2) contains un-drained hydric soil; or
- 3) contains non-soil saturated by shallow water for part of the growing season.

The Energy and Water Development Appropriations Act of 1993 mandates that federal agencies use the Corps' Wetlands Delineation Manual (Jan. 1987) definition that generally requires that all three of Cowardin's criteria be present (Par. 26(c)).

The report, however, defines "wetland" as an "area that generally exhibits at least one of the following three attributes" (A22). There is no legitimate reason to use a less rigorous standard than the one outlined in the Corps' Wetlands Delineation Manual. There is even less reason for the report to discard any wetlands distinction when discussing riparian areas and floodplains (5-3 to 5-5).

Gila County, therefore, respectfully recommends that the definition of wetlands in the report be made consistent with existing law, and that the report wetlands analysis be reevaluated in light of this change.

### Wetlands Classification Concern

The report divides wetlands into classes of "riparian," "flood plain," "geographically isolated," "bidirectional," and "unidirectional." However, none of these technical categories easily maps to the existing legal categories of "adjacent" and "non-adjacent" or "isolated" wetlands.

In *United States v. Riverside Bayview Homes, Inc.*, 474 U.S. 121 (1985), the Supreme Court upheld part of the agencies' "adjacent wetlands" jurisdiction based on the "reasonableness" of the purported ecological connection between navigable waters and their adjacent wetlands. The *Riverside Bayview's* analysis was based on a scenario where wetlands physically abut water, i.e., one cannot distinguish the end of land from the beginning of water (Rapanos, plurality opinion, 547 U.S. at 74 1-42).

The report appears to presume that wetlands within a river's floodplain could have such a degree of connectedness. But it does not follow, as the report also appears to suppose, that such flood plain wetlands necessarily have such connectedness, hence the failure of the report to map to existing legal categories.

Gila County, therefore, respectfully recommends that the report explain how its technical wetland vocabulary maps to existing legal terminology.

### Isolated Wetlands Concern

The report's depiction of "isolated" wetlands (1-2, 3-39) seems to infer that the agencies seek to change the meaning of "isolated" wetlands. This inference is further supported by the report's apparent claim that few if any wetlands are truly "isolated" due to geographically isolated wetlands purportedly still affecting downstream waters through hydrologic, chemical, or biological connectivity (1-14).

Indeed, the report strongly implies that "isolated wetlands" do not exist:

- "Even hydrologically isolated wetlands can influence downstream rivers by preventing water and other materials from entering the river network" (5-2);
- "Even unidirectional wetlands that are considered to be geographically isolated (i.e. completely surrounded by uplands), can have surface water outflows that connect them to other water bodies" (5-22);
- "Thus, the term 'geographically isolated' should not be used to infer lack of hydrologic, chemical, or biological connectivity" (5-36).

Whether correct or not, this assertion has little if any relevance to new rule-making. Even the "isolated" waters in *Solid Waste Agency of Northern Cook County v. US. Army Corps of Engineers*, 53 1 U.S. 159 (2001) (SWANCC), were not truly isolated, in that they had an ecological connection via migratory birds to other aquatic systems. Rather, by "isolated," SWANCC meant "not adjacent," that is, not physically abutting.

The existing law stands for the proposition that non-adjacent waters fall outside of the Clean Water Act jurisdiction, regardless of the on-the-ground degree of connection they may have to other waters. Hence, the report's discussion of isolation could lead to a pernicious misunderstanding of existing law.

This concern is validated by both the Chartered Science Advisory Board and the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity Report emphasizing that "First and foremost, the panel members agreed that any definition or determination of adjacency should be based on functional relationships, not distance" (Science Advisory Board Panel, p. 3).

Gila County, therefore, respectfully recommends that the report be revised to eliminate discussion of the relative rarity of "isolated" wetlands, and instead focus the connectivity discussion in terms of the relative degree of interconnectedness among the various classes of wetlands.

### Groundwater Concern

The report repeatedly notes the importance of groundwater interactions among wetlands, streams, and large waters (5-2, 5-23 to 5-25, 5-41) and seems to infer that the agencies seek to regulate groundwater as such, which would be a significant change from existing law.

This concern is validated by both the Chartered Science Advisory Board and the Science Advisory Board (SAB) Panel for the Review of the EPA Water Body Connectivity Report emphasizing that "the science indicates that regional groundwater sources can strongly affect connectivity" (Science Advisory Board Panel, p. 3).

However, *Village of Oconomowoc Lake v. Dayton Hudson Corp.*, 24 F.3d 962,964-66 (7th Cir. 1994) held that the Clean Water Act does not regulate discharges to groundwater. Hence, the report's discussion of groundwater could lead to a pernicious misunderstanding of existing law.

Gila County, therefore, respectfully recommends that the report's discussion of groundwater be eliminated.

### Cumulative Effects

The report repeatedly asserts that every wetland or stream considered singly or in the aggregate, substantially affects the physical, chemical, and biological integrity of downstream waters:

- "Streams, individually or cumulatively, exert a strong influence on the character and functioning of downstream waters" (1-6);
- "The contribution of material by a particular stream and wetland might be small, but the aggregate contribution by an entire class of streams and wetlands (e.g., all ephemeral streams in the river network) might be substantial" (1-14);
- "Our review supports the need for a landscape perspective of connectivity in which the effects of small water bodies in a watershed are evaluated in aggregate" (6-3);

- "Small streams [such as] first-order streams contribute approximately 60% of the total mean annual flow to all northeastern U.S. streams and rivers" (4-1);
- "First-order streams conservatively make up half of the nation's total stream length" (4-2);
- "When drainage area and stream length of headwater streams are combined ... they can represent most of the river catchment and network" (4-2).

It stands to common sense that every surface-water input to an aquatic system is significant in the aggregate. Justice Kennedy's *Rapanos* concurrence nevertheless strongly implies that, even with new rule-making, the Clean Water Act could only encompass regulation of certain classes of "major tributaries," or "specific tributaries;" not every tributary (547 U.S. at 780-81).

Justice Kennedy was aware as well that "isolation" is a matter of degree (782), yet nevertheless concluded that certain classes of wetlands and other features must be held to be legally "isolated" notwithstanding a minor connection: "Under the analysis described earlier ... mere hydrologic connection should not suffice in all cases; the connection may be too insubstantial for the hydrologic linkage to establish the required nexus with navigable waters as traditionally understood" (784-85).

The report, however, seems to ignore this important built-in limitation of the Clean Water Act scope. The report states: "Although an individual low-order stream can have less connectivity than a high-order stream, a river network has many more low-order streams, which can represent a large portion of the watershed ... thus, the magnitude of the cumulative effect of these low-order streams can be significant" (3-41). This statement contradicts Justice Kennedy's point that the agencies' existing regulations are infirm precisely because they cover such low-order streams carrying only "low volumes of water." Although Justice Kennedy's concurrence does anticipate the aggregation of wetlands (*Rapanos*, 547 U.S. at 780) it does not for tributaries (780-81).

Gila County, therefore, respectfully recommends that the report's discussion of cumulative effects be limited to wetlands, and that the report's discussion of tributaries be refocused on identifying characteristics of "major tributaries" based on their volume of flow, proximity to navigable waters, or other relevant considerations.

## Summary

The Clean Water Act jurisdiction is complex, and clarification either from Congress or the agencies is necessary (*Sackett v. EPA*, 132 S. Ct. 1367, 1375-76 (2012) (Alito, J., concurring); *Rapanos*, 547 U.S. at 757-58 (Roberts, C.J., concurring); *Rapanos*, 547 U.S. at 811-12 (Breyer, J., dissenting).

EPA acknowledges that its connectivity report is the first step in promulgating new regulations. However, unfortunately, elements of the report seem to indicate that any new regulations based thereon will complicate, rather than improve, the law and jurisdiction of the Clean Water Act.

Gila County, therefore, respectfully recommends that to avoid this result, the Board adopt the recommendations set forth above as well as in comments from other stakeholders.

These recommendations will help ensure that the new rule-making will conform with existing constraints from the Act and case law, as well as provide meaningful guidance to the regulated public "feeling their way" through this difficult area of the law (*Sackett*, 132 S. Ct. at 1370).

Gila County respectfully submits that the above comments and recommendations are substantive in nature and warrant careful consideration and adoption by the EPA. Contrary to the agencies assertions, the proposed rule does not provide the advertised clarifications and certainties.

Gila County respectfully urges the EPA and the Corps to remand the proposed rule until all concerns are addressed, and to re-release a revised rule based on the concerns raised by state and local government stakeholders, among others.

Gila County is committed to partner with the EPA to design, execute and monitor an ecologically, economically and socially responsible implementation of the Clean Water Act, while preserving the custom, cultures, economic well-being, health and safety of the County's residents and visitors.

Thank you for your consideration.

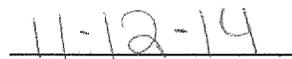
Respectfully submitted,

  
\_\_\_\_\_  
Michael Pastor  
Chairman  
Gila County Board of Supervisors

  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Marian Sheppard  
Clerk of the Board  
Gila County Board of Supervisors

  
\_\_\_\_\_  
Date

**ARF-2895**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Don McDaniel Jr., County Manager

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

Department: County Manager

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Information

Request/Subject

Appointment or reappointment of members of the Board of Supervisors to various boards, committees and organizations.

Background Information

Each year, members of the Board of Supervisors are provided the opportunity to serve on other boards, committees and organizations by virtue of their membership on the Board of Supervisors. They are elected/appointed by their peers to represent the interests of Gila County on the following boards, committees, and organizations:

On January 7, 2014, the Board of Supervisors (BOS) appointed the following BOS members to serve during 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**.

Evaluation

It is important for the Board to be represented on the listed boards, committees and organizations.

### Conclusion

It is appropriate for the Board of Supervisors to review its representation on the various boards, commissions and committees as listed on this agenda item for consideration of serving during calendar year 2015.

### Recommendation

It is recommended that the Board discuss the various boards, committees and organizations and appoint or reappoint members to serve for 2015.

### Suggested Motion

Information/Discussion/Action regarding appointments or reappointments of members of the Board of Supervisors to the following boards, committees and organizations for calendar year 2015: 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)**

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### Attachments

*No file(s) attached.*

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**ARF-2894**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

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

Department: County Attorney

Fiscal Year: 2015                      Budgeted?: No

Contract Dates January                      Grant?: No

Begin & End: 2012-/January  
2013

Matching No                      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Consideration of the claim of Carson Construction Inc. regarding the Pine Creek Canyon Road Construction Project against Gila County. Pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4), the Board may vote to go into executive session to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

Background Information

Carson Construction Inc. received the contract to complete the Pine Creek Canyon Road Construction Project in 2012. Carson claims that it was delayed in the project because of issues involving utility easements which caused it to idle equipment and incur financial losses in the amount of \$155,019.00.

On November 18, 2014, the Board of Supervisors met in Executive Session regarding this issue. After reconvening into the BOS Regular Meeting, the Board voted to continue this issue to the December 2, 2014, Regular Meeting, and at that time it will consider voting to go into Executive Session to discuss this issue.

Evaluation

Gila County needs to respond to the claim.

Conclusion

Because Gila County has received this claim, the Board of Supervisors should direct its attorney as to how to respond to the claim on behalf of Gila County.

Recommendation

The Board of Supervisors should go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding this item and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation.

Suggested Motion

Move to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and 38-431.03(A)(4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.

**(Bryan Chambers)**

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Attachments

*No file(s) attached.*

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**ARF-2884**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Jeffrey  
Hessenius,  
Finance Director

Department: Finance

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates 09-07-14 to      Grant?: No

Begin & End: 09-06-15

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Amendment No. 1 to Contract No. 050713 for Asphalt for the Copper Region with Vulcan Materials Company.

Background Information

On April 17, 2013, Gila County received sealed bids in response to Request for Proposals Bid No. 110812-1 for the purchase of chips, ABC, and asphalt for the Copper Region of Gila County. The chips, ABC and asphalt are to be utilized in the maintenance and repair on various roads throughout the County. Mesa Materials provided the best unit pricing for asphalt, freight on board (FOB) plant, for the Copper Region.

Effective May 7, 2013, the Board of Supervisors approved a contract between Gila County and Mesa Materials, whereby the contractor agreed to provide asphalt, FOB plant, for the Copper Region of Gila County. The initial term of the contract was for a sixteen-month period, with the option to renew for two additional one-year periods. The contract expires on September 6, 2014.

Evaluation

Per Section 2.0, Item 2.2 of Contract No. 050713, the County shall have the right, at its sole option, to renew the contract for 2 additional 1-year periods. The asphalt will be utilized for the maintenance and repair of various roads throughout the County. The County will benefit by extending the term of the contract for another year, thereby locking in the unit price that was contracted in 2013, for an additional year.

Additionally, effective August 23, 2014, Vulcan Materials Company acquired Mesa Materials. Vulcan Materials Company has committed to honoring Mesa Materials' credit terms and pricing on existing contracts. Amendment No. 1, signed by Vulcan Materials Company, serves to amend all references to Mesa Materials to Vulcan Materials Company.

### Conclusion

Amendment No. 1 will allow the contract to be extended for a one-year term from September 7, 2014, to September 6, 2015. The extension will allow the contractor to continue to provide asphalt, FOB plant, for the Copper Region of Gila County at the unit prices contracted for in 2013. Amendment No. 1 provides for total remuneration during the renewal period of September 7, 2014, to September 6, 2015, in an amount not to exceed \$100,000.

Amendment No. 1 will also serve to amend all references to Mesa Materials to Vulcan Materials Company.

### Recommendation

It is the recommendation of staff that the Board of Supervisors approve Amendment No. 1 to Contract No. 050713 with Vulcan Materials Company to provide asphalt, FOB plant, for the Copper Region of Gila County.

### Suggested Motion

Approval of Amendment No. 1 to Contract No. 050713 between Gila County and Vulcan Materials Company to extend the contract for 12 months, from September 7, 2014, to September 6, 2015, for the purchase of asphalt FOB plant in an amount not to exceed \$100,000 that will be used for maintenance and repairs on various roads in the Copper Region of Gila County; and to amend all references to Mesa Materials to Vulcan Materials Company.

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### Attachments

Amendment No. 1 to Contract No. 050713 with Vulcan Materials Company

Vulcan notification letter of acquisition of Mesa Materials

Contract No. 050713 with Mesa Materials

Legal Explanation

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**AMENDMENT NO. 1 to CONTRACT NO. 050713**

*The following amendments are hereby incorporated into the agreement for the below project*

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**CONTRACT 050713  
ASPHALT FOB PLANT  
COPPER REGION OF GILA COUNTY**

**MESA MATERIALS (Now VULCAN MATERIALS COMPANY)**

Effective May 7, 2013, Gila County and Mesa Materials entered into a contract whereby Mesa Materials agreed to provide Asphalt for the Copper Region of Gila County.

Service Agreement No. 050713 expires on September 6, 2014. Per Page 15, Section 2.0-Proposal pricing, Item 2.2 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.

**Amendment No 1 to Service Agreement No. 050713** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) year from September 7, 2014 to September 6, 2015 with a not to exceed, without prior written approval, contract amount of One Hundred Thousand dollars and no/100's (\$100,000.00).

In addition, effective August 23, 2014 Vulcan Materials Company acquired Mesa Materials, and intends to honor Mesa Materials credit terms and pricing on existing contracts. **Amendment No. 1 to Service Agreement No. 050713** will serve to amend all references to Mesa Materials to Vulcan Materials Company.

All other terms and conditions of the original agreement shall remain in full force and affect during the September 7, 2014 to September 6, 2015 renewal period.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
**Michael A. Pastor, Chairman, Board of Supervisors**

**VULCAN MATERIALS COMPANY**

  
\_\_\_\_\_  
**Suppliers Signature**

**ATTEST:**

\_\_\_\_\_  
**Marian Sheppard, Clerk of the Board**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney**



August 23, 2014

Dear Valued Customer:

We are pleased to announce that effective August 23, 2014, Vulcan Materials Company, has acquired Mesa Materials in Phoenix, AZ. This acquisition includes the aggregates and asphalt operations at 7845 W. Broadway Rd.

Vulcan is excited to add this strategic location to our Phoenix market and look forward to serving our new and existing customers throughout this market. We are committed to providing the highest quality and service to our customers.

Please continue to contact your current sales representative for your aggregates and asphalt needs. Our local sales and operating teams along with the rest of Vulcan look forward to supplying your aggregates and asphalt requirements.

If you are an existing Vulcan customer, your account will be valid at the newly acquired location. If you are a new customer to Vulcan, your account will be opened for you to purchase on August 25<sup>th</sup>, but we request that you complete and return the enclosed credit application by September 30, 2014, so that we can continue to service your materials needs. Beginning on August 23, 2014, all purchases made from the West Broadway Plants will be subject to Vulcan's "Terms and Conditions of Sale," a copy of which is enclosed. However, we will honor Mesa Materials' credit terms and pricing on existing projects.

We ask that you remit your payments, which are subject to "Net 15<sup>th</sup> prox" credit terms, to:

Vulcan Materials Company  
File 55572  
Los Angeles, Ca 90074-5572

If you have any questions, please contact our Sales Department at (602)528-8921 or Angie Essig, Credit Representative, at (602) 528-8948.

We value and appreciate your business and look forward to many years of supplying your construction material requirements.

David Worthington  
Vice President and General Manager, Arizona

Angie Essig  
Credit Representative

Enclosures

**CHIPS, ABC, AND ASPHALT  
COPPER REGION**

**BID NO. 110812-1  
RE-BID**

CONTRACT NO. 050713  
AWARD FOR ASPHALT FOB PLANT-ONLY

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



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**John D. Marcanti, Member**

**\*County Manager\***  
**Don E. McDaniel, Jr.**

**\*Public Works Director\***  
**Steve Stratton**

## TABLE OF CONTENTS

<b>Content</b>	<b>Page</b>
<b>Table of Contents</b> .....	<b>1</b>
<b>Advertisement</b> .....	<b>2</b>
<b>Scope of Work</b> .....	<b>3</b>
<b>Exhibit "A"; Instructions to Suppliers</b> .....	<b>4-7</b>
Preparation of Sealed Proposal .....	4
Addenda .....	5
Inquires.....	5
Late Proposal .....	6
Submittal Proposal Format.....	6
<b>General Terms and Conditions</b> .....	<b>8-9</b>
Award Contract/Agreement .....	8
Protests .....	9
Laws & Ordinances .....	9
<b>Exhibit "B" Supplier Award Agreement</b> .....	<b>9-13</b>
Overcharges by antitrust Violations .....	10
Authority to Contract .....	10
Contract Amendments .....	10
Contract Default .....	11
Right to Assurance.....	11
Co-op Intergovernmental Purchasing Agreement .....	11
Cancellation of County Contracts.....	12
Termination of Contract .....	12
Proposal Evaluation Process.....	13
<b>Exhibit "C", Minimum Product Specifications/Information</b> .....	<b>14-20</b>
Section 1.0; General Purpose .....	14
Section 2.0; Proposal Pricing .....	15
Section 3.0; Price Adjustments.....	16
Section 4.0; Ordering / Pricing .....	17
Section 5.0; Product Specifications .....	18
<b>Insurance Provisions</b> .....	<b>21-23</b>
Indemnification Clause .....	21
Insurance Requirements .....	21
Commercial General Liability – Occurrence Form.....	22
Automobile Liability Insurance .....	22
Worker's Compensation and Employee's Liability .....	22
Additional Insurance Requirements .....	23
Notice of Cancellation .....	23
Acceptability of Insurers.....	23
Verification of Coverage .....	23
Subcontractors .....	24
Approval .....	24
<b>Qualification and Certification Forms</b> .....	<b>25-26</b>
<b>Proposal Price Sheet-Copper Region</b> .....	<b>27-29</b>
<b>Reference List</b> .....	<b>30</b>
<b>No Collusion in Bidding</b> .....	<b>31</b>
<b>Intentions Concerning Subcontracting</b> .....	<b>32</b>
<b>Anti-Terrorism Warranty</b> .....	<b>33</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>34</b>
<b>Check List &amp; Addenda Acknowledgment</b> .....	<b>35</b>
<b>Offer and Agreement Page (Signature Required)</b> .....	<b>36-37</b>



**GILA COUNTY  
REQUEST FOR PROPOSALS  
BID NO. 110812-1 CHIPS, ABC, AND ASPHALT  
COPPER REGION**

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, ABC, and Asphalt for the Public Works Division Copper Region as specified.

**SUBMITTAL DUE DATE:** 2:00 P.M., Local AZ Time, April 17, 2013

**RETURN PROPOSAL TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA

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

Proposals 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 proposal received later than the date and time specified above will be returned unopened. **Late proposals 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 and are strongly encouraged to carefully read the entire Request for Proposal. The solicitation may also be downloaded from the Gila County Website at [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php).

Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, ( 928) 402-8526

Questions regarding the general terms and conditions of this Request for Sealed Proposals and Service Contract should be directed to, Jeannie Sgroi, (928) 402-8612.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

**Arizona Silver Belt Advertisement Dates: March 27, 2013 and April 03, 2013**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Michael A. Pastor, Chairman of the Board of Supervisors

**SCOPE OF SERVICE/WORK/SPECIFICATIONS**

It is the intent of this Request for Proposals to establish a contract for a supplier(s) to furnish Chips, ABC and Asphalt to the Public Works Division at various locations for the Copper Region of Gila County.

All specifications, and terms and conditions, under the Contract include furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C").

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

**INSTRUCTIONS TO SUPPLIERS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO SUPPLIERS AND EXHIBIT "B", SUPPLIER AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL PROPOSALS 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 Proposals**

- A. Sealed Proposals will be received by the County of Gila Finance Department, from individuals and suppliers to deliver the product(s), goods and services contained herein to establish a contract for specified locations within Gila County. The County seeks sealed proposals only from qualified, experienced suppliers, able to provide service which is, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal 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 proposal 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 Proposal and Qualification Forms provided in this Request for Proposals package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of Proposal opening, and made a part of this contract. The County will use the Proposal 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.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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Instructions to Suppliers continued....

- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the RFP shall be listed on the proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the supplier; if initialed, the County may require the supplier to identify any alteration so initialed.

**Addenda**

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

1. Completion of the Supplier Checklist and Acknowledgment of Addenda Form on page 35 (the numbers of which shall be filled in on the Proposal 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 proposal being rejected as non-responsive.

**Inquires**

- A. Any questions related to this Request for Proposals 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 Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the suppliers(s) must not place the Request for Proposals number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Proposal and may not be opened until after the official Request for Proposals due date and time. Questions received less than three (3) working days prior to the date for opening Proposals 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.

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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Instructions to Suppliers continued.....

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

**Late Proposals**

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

**Submittal Proposal Format:**

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

1. By signature in the offer section of the Offer and Acceptance 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, 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 Proposal. Delivery charges may differentiate depending on geographical location.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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*Instructions to Suppliers continued....*

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
  
3. The County is not responsible for any 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 Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a *minimum of Three (3) copies with original signatures* shall be provided by the Supplier. The words "REQUEST FOR PROPOSAL" with Proposal Title "CHIPS, ABC AND ASPHALT FOR COPPER REGION", Contract Number, "110812-1", Date "April 17, 2013", and Time "2:00 PM/MST" of Proposal 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/Agreement**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible 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 Proposal of any supplier(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposals 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 Proposals are most advantageous of the County may 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.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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General Terms and Conditions continued....

**Protests**

Only other Suppliers who have submitted a bid proposal 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.

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 Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Supplier's signature(s) appearing on page 36, OFFER AND AGREEMENT PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 25-26.

*Supplier Award Agreement continued....*

**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 Request for Proposal issued by the County and the offer submitted by the Supplier in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the 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, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the 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.

Supplier Award Agreement continued.....

**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 accord with the rules and regulations of the respective entity and the approval of the Supplier.

*Supplier Award Agreement continued.....*

### **Cancellation of County Contracts**

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

### **Termination of Contract**

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

The County reserves the right to cancel the whole or any part of this contract due to failure of 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

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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Supplier Award Agreement continued....

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.

**Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Supplier whose proposal 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 proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

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

**MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS**

**Exhibit "C" Minimum Specifications – Product Specifications**

**Purpose**

It is the intent of Gila County to establish, by this Request for Proposals, the contract for a Supplier(s) to provide Chips, ABC and Asphalt.

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 Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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Minimum Specifications Terms and Conditions continued.....

- 1.5.1 One (1) original and two (2) copies with **original signatures** of all submissions is MANDATORY.
- 1.5.2 Qualification and Certification Forms, (page 25 & 26)
- 1.5.3 Price Sheet, (page 27, 28 and 29)
- 1.5.4 References, (page 30)
- 1.5.5 No Collusion in Bidding, (page 31)
- 1.5.6 Intentions for Subcontracting, (page 32)
- 1.5.7 Anti-Terrorism Warranty, (page 33)
- 1.5.8 Legal Arizona Workers Act Compliance, (page 34)
- 1.5.9 Checklist and Addenda Acknowledgment, (page 35)
- 1.5.10 Offer and Agreement page, MANDATORY (Attachment page 36 and 37)

**SECTION 2.0**

**Proposal Pricing**

- 2.1 The Supplier shall submit the Proposal 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 4.0*. 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 a two (2) additional year period. 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 Request for Proposals. Pricing offered should be noted on the price sheet, page 27, 28 and 29, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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*Minimum Specifications Terms and Conditions continued.....*

**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 as follows:
- 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 proposals 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. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:
- 3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be 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 Sample of formula as follows:  
 $(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$

*Minimum Specifications Terms and Conditions continued.....*

- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

## **SECTION 4.0**

### **Ordering**

- 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 Supplier shall be given advance notice of material order as needed by Gila County.
- 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 Request for Proposals. 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 Supplier 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 Supplier 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 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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*Minimum Specifications Terms and Conditions continued.....*

4.3 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

4.3.1 **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 Supplier 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.

**SECTION 5.0**

**Product Specifications – Minimum Specifications: Bid No. 110812-1 Chips, ABC and Asphalt for Copper Region**

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02. © Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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*Minimum Specifications Terms and Conditions continued....*

**Asphalt**

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

**ABC**

ADOT Specifications, Class II; MAG Spec

**Chips**

Size 3/8" and 1/2"

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

<b>Minimum Specifications – Chips (Arizona Test Method 201)</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
3.8	100
No. 4	0 - 25
No. 8	0 - 5
No. 200	0 - 2.0

**REQUEST FOR PROPOSALS**  
**BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION**

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*Minimum Specifications Terms and Conditions continued.....*

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

**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 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.

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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*Insurance Provisions continued.....*

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

- 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
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- 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.

*Insurance Provisions continued.....*

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 85501 and shall be sent by certified mail, return receipt requested.

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

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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Insurance Provisions continued....

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- F. **SUBCONTRACTORS:** 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 110812-1 Chips, ABC and Asphalt for Copper Region

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

MSD MATERIALS  
2576 E UNIVERSITY SUITE 100  
PHOENIX, AZ 85034 623-460-5200

6.2 Had 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.

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

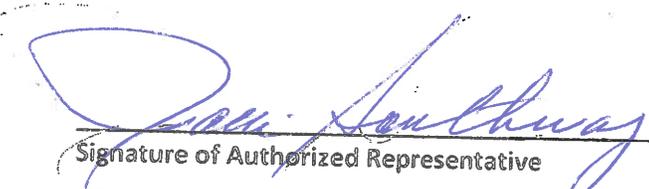
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Qualification & Certification continued....

- 6.5 Supplier must also provide at least the following information:
- a. A brief history of the Suppliers Firm.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of 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.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and three (3) copies (one (1) original and two copies with original signatures) included in the Proposal package.
  - f. Gila County reserves the right to request additional information.

6.6 Supplier Experience Modifier (e-mod) Rating: 2012 - .75

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

  
Signature of Authorized Representative

PATII SOUTHWAY  
Printed Name

4-12-2013  
Title

REQUEST FOR PROPOSALS  
 BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

**PRICE SHEET – COPPER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
1/2" Chips (12.7 mm) ADOT Spec. FOB Plant *Price Per Ton	\$ <u>NO BID</u>
1/2" Chips (12.7 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>NO BID</u>
3/8" Chips (9.5 mm) ADOT Spec. FOB Plant *Price Per Ton	\$ <u>NO BID</u>
3/8" Chips (9.5 mm) ADOT Spec. Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>NO BID</u>

Cost per mile for delivery to other Gila County Locations: \$ \_\_\_\_\_

Minimum \_\_\_\_\_ Ton for pick up FOB plant

Amount \$ \_\_\_\_\_ each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

**PRICE SHEET – COPPER REGION**

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
A.B.C. (ADOT Class 2) FOB Plant *Price Per Ton	\$ <u>5.37</u>
A.B.C. (ADOT Class 2) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>22.62</u>
A.B.C. (MAG Spec) FOB Plant *Price Per Ton	\$ <u>5.37</u>
A.B.C. (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>22.62</u>

Cost per mile for delivery to other Gila County Locations: \$ 5.75

Minimum 10 Ton for pick up FOB plant

Amount \$ 56.60 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REQUEST FOR PROPOSALS  
 BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

PRICE SHEET – COPPER REGION

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to this proposal-pricing page.

Product Description	Price Per Ton
3/8" Asphalt (9.5 mm) (MAG Spec) FOB Plant *Price Per Ton	\$ <u>67.60</u>
3/8" Asphalt (9.5 mm) (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>84.60</u>
3/4" Asphalt (19.0 mm) (MAG Spec) FOB Plant *Price Per Ton	\$ <u>64.38</u>
3/4" Asphalt (19.0 mm) (MAG Spec) Delivered to 1400 E. Ash Street, Globe, AZ *Price Per Ton	\$ <u>81.38</u>

Cost per mile for delivery to other Gila County Locations: \$ 5.75

Minimum 45 Ton for pick up FOB plant

Amount \$ 5000 each occurrence for product returned and disposed.

For product specifications, see Section 5.0, pages 18, 19 and 20.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REQUEST FOR PROPOSALS  
 BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

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

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
ADOT Payson	520-689-2364	BETTY
200 N. Colcord	928-978-3644	RIK
ADOT GLOVE		
US 60 MP 253.3	928-402-3604	SANDRA
	928-402-5650	JOSIE
	520-689-2364	BETTY
TOWN OF PAYSON	602-474-5242	ALBERT HOWE
303 N BULLING	928-978-0554	
PAYSON, AZ. 85541		
CITY OF APACHE Jct.		
303 E. SUPERSTITION BLVD.		
APACHE JUNCTION, AZ.		
85714		
480-797-3441		
GREG MEYER		

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title

- Placed near line item indicates the specification Certification for Materials being bid.

1/2" Chip MAG Spec HIGH Volume Cover Material

3/8" Chip MAG Spec Low Volume Cover Material

- FOB Plant Site: 7845 West Broadway, Phoenix Arizona
- Delivered Pricing is based on 25 ton loads
- Asphalt Pricing is based on 50 ton minimum orders
- All pricing includes tax



hylant.com

2401 West Big Beaver Road  
Suite 400  
Troy, MI 48084  
P 248-643-8750  
F 248-643-8753

January 11, 2013

Subject: Mesa Materials, Inc.  
Experience Modification  
12/31/2012-2013

Please note the experience modification for the captioned company is as follows:

2012 – .75

Workers Compensation coverage was provided under Large Lines Deductible Program.

Sincerely,

A handwritten signature in cursive script that reads "Karen Montreuil".

Karen Montreuil  
Client Service Specialist  
Direct: (248) 822-2225  
Email: Karen.Montreuil@hylant.com

Mesa Materials  
2516 E. University Dr.  
Suite 100  
Phoenix, AZ 85034

Office: (623) 463-5300  
FAX: (602) 275-6177

*Plant Locations:*

- Phoenix Plant  
7845 W. Broadway Rd.  
Phoenix, AZ 85042



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

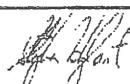
PRODUCER  Hylant Group, Inc. - Detroit 2401 W. Big Beaver Rd., Suite 400 Troy, MI 48084 Phone: 248-643-8750 Fax: 248-643-8753	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Mesa Materials, Inc. P.O. Box 20040 Mesa, AZ 85277-0041	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ACE INA Group	22667
	INSURER B:	Commerce & Industry Insurance	19410
	INSURER C:		
	INSURER D:	New Hampshire Insurance Co	023841
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contr/XCU <input checked="" type="checkbox"/> Broad Form P.D. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG27013818	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Project Aggregate \$ \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08711598	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE034064762	10/01/12	10/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC006506674	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Carrier will endeavor to send 30 day notice of cancellation/10 day nonpayment on behalf of certificate holder in regards to General Liability & Auto Liability  
 Re: Bid No.: 110812 Chips, ABC, Asphalt, and Cold Mix for Copper Region and Timber Region  
 The County of Gila is named as additional insured with respect to the General Liability and Automobile Liability arising out of the activities performed by, or on behalf of the Supplier including autos owned, leased, hired or borrowed by the Supplier as per written contract or agreement on a primary and non-contributory. The coverage includes a waiver of subrogation (with respect to the Workers Compensation) against the County of Gila.

CERTIFICATE HOLDER	CANCELLATION
County of Gila 1400 East Ash Street Globe AZ 85501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

# *About Mesa Materials*

## *Over the Years*

So much has changed since our founding in 1986 at Mesa Materials. We have grown to be a leading provider of asphalt and aggregate products in the Phoenix area. But one thing that hasn't changed: our commitment to provide quality products and unmatched customer service no matter how big or small the job may be.

We combine years of knowledge and experience from our employees with state-of-the-art technology to ensure the job is done right each and every time.

Mesa Materials operates with stringent quality systems that assure high quality products. Our customers include municipalities as well as the Bureau of Indian Affairs, which historically has the strictest standards in regards to providing materials within rigid specifications.

Mesa Materials has also developed a strong reputation in the industry for supplying quality specialty products, such as Road Chips, Slurry Sands, and Cold-Mix. Mesa Materials is a leader in technological advances. We were the first asphalt supplier to provide Rubberized Asphalt at Arizona State University's Sun Devil Stadium.

A few of the Mesa Materials higher profile projects include:

- **Sun Devil Stadium**
- **Light Rail System**
- **McDOT Ellsworth Road**
- **City of Phoenix 91st Ave. Waste Water Treatment Plant**
- **APS Solana Solar Power Plant – Arizona's Largest Solar Generation Station**
- **AZDOT SR-85 & I-10 Ramps**
- **Home Depot Distribution Center**

Mesa Materials Municipal Customer List

City of Apache Jnt		575 E Baseline Ave	Apache Junction,AZ	85219	480 982 1055
City of Avondale		11465 W Civic Center Dr	Avondale,AZ	85323	602 925 0018
City of Benson		PO Box 2223	Benson,AZ	85602	520 586-2245
City of Casa Grande		510 E Florence Blvd	Casa Grande,AZ	85222	520 421 8600
City of Chandler		249 E Chicago	Chandler,AZ	85225	602 786 2263
City of Chandler Water Distribution		P.O. Box 4008,AZ MS911	Chandler,AZ	85244	480 782-3701
City of Cottonwood		827 N Main St	Cottonwood,AZ	86326	602 634 8033
City of El Mirage		PO Box 26	El Mirage,AZ	85335	602 972 8116
City of Eloy		628 North Main St	Eloy,AZ	85231	520 466 2578
City of Flagstaff		211 West Aspen	Flagstaff,AZ	86001	602 774 5281
City of Glendale		6210 W Myrtle 111	Glendale,AZ	85301	602 930 2609
City of Goodyear		PO BOX 5100	Goodyear,AZ	85338	602 932 3015
City of Goodyear Utility Department		P.O. Box 1500	Goodyear,AZ	85338	623 882-7885
City of Holbrook		PO Box 70-465	Holbrook,AZ	86025	602 524 2056
City of Litchfield Park		214 W Wigwam Blvd	Litchfield Park,AZ	85340	602 935 0533
City of Mesa		St Maint Rc 363	Mesa,AZ	85211	480 644 3133
City of Mesa		PO Box 1466	Mesa,AZ	85211	480 644 4500
City of Peoria		8401 W Monroe	Peoria, AZ	85345	623 773 7956
City of Peoria		8401 W Monroe	Peoria,AZ	85345	623 773 7369
City of Phoenix - Aviation Maint		2515 E Buckeye Rd	Phoenix,AZ	85034	602 262 1815
City of Phoenix - Parks & Recreation		200 W Washington 16th Fl	Phoenix,AZ	85003	602 262 4989
City of Phoenix - Street Transportation		200 W Washington 5th Fl	Phoenix,AZ	85003	602 495 7326
City of Phoenix - Waste Water Collection		6202 N 24th St Building 2	Phoenix,AZ	85016	602 495 7930
City of Phoenix - Water District		6202 N 24th St Bldg 2	Phoenix,AZ	85016	602 495 7082
City of Phoenix - Water Prod		4436 N 35th Ave	Phoenix,AZ	85017	602 262 6965
City of Phoenix - Water Production North		21642 N 20th ST	Phoenix,AZ	85024	602 534-4394
City of Prescott		PO Box 2059	Prescott,AZ	86302	520 776 6210
City of Scottsdale		9191 E San Salvador	Scottsdale,AZ	85258	480 391 5620
City of Scottsdale Water		9312 N 94th St	Scottsdale, AZ	85258	480 312 5650
City of Show Low Public Works		1281 E Thornton	Show Low,AZ	85901	928 532-4100
City of Surprise		12425 W Bell Rd Ste 100	Surprise,AZ	85374	623 583 0947
City of Tempe		PO Box 5002	Tempe,AZ	85280	480 350 8324
City of Tolleson		9555 W Van Buren	Tolleson,AZ	85353	623 936 7141
City of Williams		113 S 1st St	Williams,AZ	86046	520 635 4451
Cochise Contractors Inc		333 N Black Canyon	Phoenix,AZ	85017	602 262 6965
Coconino County		5600 E Commerce	Flagstaff,AZ	86004	520 779 6712
Maricopa County Flood Control		2801 W Durango St	Phoenix,AZ	85009	602 506 1501
Maricopa County Highway		2222 S 27th Ave	Phoenix,AZ	85009	602 506 8030
Maricopa County Parks & Rec.		234 N Central Ave	Phoenix, AZ	85004	602 506 8770
Pinal County Finance		PO Box 1348	Florence,AZ	85232	520 868 6223
Pinal County Flood Control		PO Box 1348	Florence,AZ	85232	520 868 9621
Town of Buckeye		100 N Apache Rd	Buckeye,AZ	85326	602 254 1204
Town of Camp Verde		PO Box 710	Camp Verde,AZ	86322	602 567 6631
Town of Cave Creek		37622 N Cave Creek Rd	Cave Creek,AZ	85331	480 595 1935
Town of Chino Valley		PO Box 406	Chino Valley,AZ	86323	520 636 7140

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: GILA )

Bruce Erickson

(Name of Individual)

being first duly sworn, deposes and says:

That he is Controller  
(Title)

Of Mesa Materials and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 110812-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

Mesa Materials  
(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.

Mesa Materials

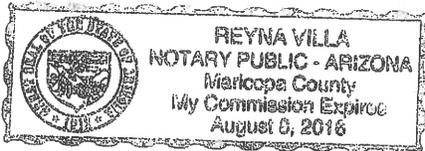
Name of Business

[Signature]

By

Controller

Title



Subscribed and sworn to before me this 15th day of April, 2013.

[Signature]  
Notary Public

My Commission expires: Aug. 8, 2016

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of Request for Proposals No. 110812-1 Chips, ABC and Asphalt for Copper Region, 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.

Miss McQuinn  
Name of Business

[Signature]  
Signature of Authorized Representative

[Signature]  
Title

4-12-2013  
Date

ANTI-TERRORISM WARRANTY

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that each is in compliance with the Export Administration Act and not on the Excluded Parties List.

  
\_\_\_\_\_  
Signature of Authorized Representative

*Pani Sothunay*  
\_\_\_\_\_  
Printed Name

*See*  
\_\_\_\_\_  
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.

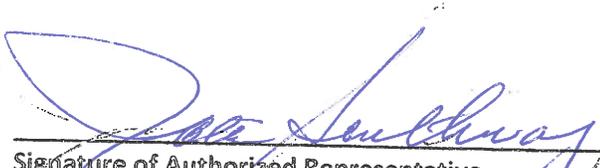
County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

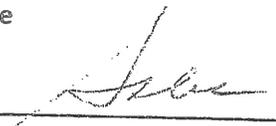
Supplier shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"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 Proposal Documents shall be completed and/or executed and submitted with this proposal. If supplier fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

CHECKLIST

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
REFERENCE LIST	_____
PRICE SHEET	_____
AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
SCRUTINIZED OPERATIONS	_____
LEGAL AZ WORKERS ACT COMPLIANCE	_____
OFFER AND AGREEMENT PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
 SUPPLIER:

\_\_\_\_\_  
 BY:

Each proposal shall be sealed in an envelope addressed to Gila County Finance Department and bearing the following statement on the outside of the envelope: Proposal to Supply: CHIPS, ABC and ASPHALT FOR COPPER REGION, Gila County Arizona, Bid Proposal No. 110812-1. All proposals shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before 2:00 PM/MST, Wednesday, April 17, 2013.

OFFER AND AGREEMENT 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 Request for Proposals document.

Signature also certifies the Suppliers Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Supplier submitting the proposal has not revealed the contents of the proposal 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 revealed the contents of a proposal to, or in any way colluded with, the supplier submitting this proposal.

Contract Number: 110812-1 Chips, ABC and Asphalt for Copper Region

Supplier Submitting Proposal:

MESA MATERIALS  
Company Name

2514 E. UNIVERSITY, SUITE 100  
Address

PHOENIX, AZ. 85034  
City State Zip

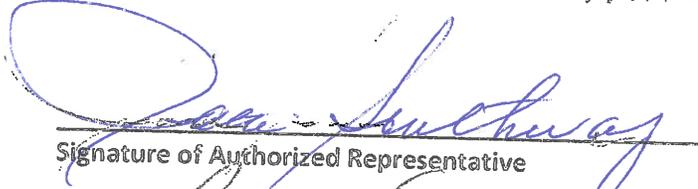
For Clarification of this offer, contact:

Name: Patti Southway

Phone No.: 602-803-9828

Fax No.: 602-275-6177

Email: psouthway@MESA MATERIALS, CO.

  
Signature of Authorized Representative

Patti Southway  
Printed Name

Sales  
Title

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

REQUEST FOR PROPOSALS  
BID NO.: 110812-1 CHIPS, ABC AND ASPHALT FOR COPPER REGION

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Offer Page continued....

The offer is hereby accepted.

The Supplier, MESA MATERIALS is now bound to provide the materials or services listed in RFP Number 110812-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

CONTRACT No. 050713

AWARD FOR ASPHALT FOB PLANT-ONLY  
GILA COUNTY BOARD OF SUPERVISORS;

Awarded this 7<sup>th</sup> day of may, 2013



Michael A. Pastor, Board of Supervisors

ATTEST;



Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM;



Bryan Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney



*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-2892**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development

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Information

Request/Subject

Board, Commission and Committee Appointments - Under Community Development Division

Background Information

The Gila County Board of Adjustment and Appeals, Gila County Planning and Zoning Commission, and Gila County Highway 60-70 Regional Design Review Committee, and are under the purview of the Board of Supervisors and direct administration of this board, commission and committee is overseen by the Community Development Division. Various terms of office on this board, commission and committee (as listed above) are due to expire on December 31, 2014; therefore, the Board of Supervisors needs to reappoint or appoint new members. Each of the terms of office on this board, commission and committee is for a period of four years; from January 1, 2015, through December 31, 2018.

Evaluation

All current board, commission and committee members have agreed to serve another 4-year term of office except Mr. John Larimore, who is currently serving on the Board of Adjustment and Appeals and the Planning and Zoning Commission; therefore, there is a vacancy on the board and the commission. Mr. Mickie Nye has agreed to serve on the Board of Adjustment and Appeals. As of this date, there are no candidates to present to the Board of Supervisors for the vacancies on the Planning and Zoning Commission and the Highway 60-70 Regional Design Review Committee. Travis Williams has agreed to serve another term of office on the Planning and Commission. In order to ensure there are staggered terms of office for those 3 members that represent Supervisorial District 2 on this Commission, Mr. Williams has agreed to serve a two-year term instead of a 4-year term this one time.

### Conclusion

The Board of Supervisors needs to officially reappoint and appoint members to the board, commission and committee (as listed above).

### Recommendation

It is recommended that the Board of Supervisors reappoint and appoint members to the board, commission and committee as requested by the Community Development Division.

### Suggested Motion

Approval to reappoint or appoint the following individuals to the respective board, commission and committee, as follows: 1) Gila County Board of Adjustment and Appeals - Reappointment of Lori Brown and Travis Williams from 1/1/15 to 12/31/18, and appointment of Mickie Nye from 1/1/15 to 12/31/18; 2) Gila County Highway 60-70 Regional Design Review Committee - Reappointment of Jo Lynn Chase from 1/1/15 to 12/31/18; and 3) Gila County Planning and Zoning Commission - Reappointment of Randy Slapnicka, Lori Brown, Jay Spehar and Mickey Nye from 1/1/15 to 12/31/18, and reappointment of Travis Williams from 1/1/15 to 12/31/16.

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### Attachments

GC Board of Adjustment and Appeals

GC Highway 60-70 Regional Design Review Committee

GC Planning and Zoning Commission

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GILA COUNTY BOARD OF ADJUSTMENT AND APPEALS  
(Proposed to BOS on 12/2/14)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Don Ascoli	A-District 1	C (03/20/12)	6 years, 9 months	03/20/12-12/31/15	01/01/12-12/31/15
Mary Lou Myers	A-District 1	A (03/20/12)	-	03/20/12-12/31/15	01/01/12-12/31/15
Lori Brown	A-District 2	C (12/2/14)	8 years, 5 months	01/01/15-12/31/18	01/01/15-12/31/18
Travis Williams	A-District 2	C (12/2/14)	8 years, 5 months	01/01/15-12/31/18	01/01/15-12/31/18
<del>John "Jack" Larimore</del>	<del>A-District 3</del>	<del>C (12/14/10)</del>	<del>4 years, 5 months</del>	<del>01/01/11-12/31/14</del>	<del>01/01/11-12/31/14</del>
Mickiey Nye	A-District 3	A (12/2/14)	-	01/01/15-12/31/18	01/01/15-12/31/18

<sup>1</sup> Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish **one board of adjustment that has jurisdiction countywide** and that is composed of 1 member who is a resident of each supervisorial district **or** one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
- C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment and Appeals.
- D. The BOS has established 1 Board of Adjustment and Appeals consisting of 5 members; however, the Board is composed of at least 1 member from each supervisorial district.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

GILA COUNTY HIGHWAY 60-70 REGIONAL DESIGN REVIEW COMMITTEE  
(Proposed to BOS on 12/2/14)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
VACANT	B				01/01/13-12/31/16
Patty Stallings	B	C (12/14/10)	1 year, 8 months	03/20/12-12/31/15	01/01/12-12/31/15
Jo Lynn Chase	B	C (12/2/14)	5 years, 9 months	01/01/15-12/31/18	01/01/15-12/31/18

<sup>1</sup> Appointment Information:

- A. Date of creation: December 2, 2008
- B. Gila County Resolution No. 08-12-01 was adopted by the Board of Supervisors (BOS) on December 2, 2008, to add Section 104.5 *Regional Design Review Guidelines* to the Gila County Planning and Zoning Ordinance.
- C. Gila County Planning and Zoning Ordinance Section 104.5, Subsection VI. *Design Review Committee* states that the BOS will appoint 3 members, and at least 1 of the 3 members should be from property owners within the overlay district. All members should be appointed to 4-year terms. The initial 3 members were appointed for 2-, 3- and 4-year terms, so there would be staggered terms of office.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

GILA COUNTY PLANNING AND ZONING COMMISSION  
(Proposed to the BOS on 12/2/14)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mary Lou Myers	A-District 1	C (05/07/13)	9 months	01/01/13-12/31/16	01/01/13-12/31/16
Randy Slapnicka	A-District 1	C (12/02/14)	4 years, 7 months	01/01/15-12/31/18	01/01/15-12/31/18
Ray Jones	A-District 1	A (05/07/13)	-	05/07/13-12/31/16	01/01/13-12/31/16
Lori Brown	A-District 2	C (12/02/14)	8 years, 6 months	01/01/15-12/31/18	01/01/15-12/31/18
Jay Spehar	A-District 2	C (12/02/14)	8 years, 6 months	01/01/15-12/31/18	01/01/15-12/31/18
Travis Williams	A-District 2	C (12/02/14)	6 years, 9 months	01/01/15-12/31/16*	01/01/15-12/31/16*
Mickie Nye	A-District 3	C (12/02/14)	7 years, 11 months	01/01/15-12/31/18	01/01/15-12/31/18
John "Jack" Larimore	A-District 3	C (12/14/10)	4 years, 6 months	01/01/11-12/31/14	01/01/11-12/31/14
VACANCY	A-District 3				01/01/15-12/31/18
Dawn Brunson	A-District 3	B (05/07/13) (Ronnie McDaniel)	-	05/07/13-12/31/15	01/01/12-12/31/15

\*A one-time adjustment is being made to appoint this member for a 2-year term in order to have staggered terms within District 2.

<sup>1</sup> Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-802 – In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2897**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 12/02/2014

Submitted For: Juley Bocardo-Homan, Human Resources Assistant

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

Department: Human Resources

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Information

Request/Subject

Personnel Commission Appointment

Background Information

A.R.S. §11-353 provides for appointment of members of the commission by the Board of Supervisors. The commission shall consist of five members. Paragraph B of that statute states, "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party."

The current make-up of the Commission includes the following members:

Jonathan Barber - Republican

David Lagunas - Democrat

Tom Moody - Independent

Ken Volz - Democrat

The Board of Supervisors appointed David Lagunas to the Personnel Commission on November 5, 2013, to fill an unexpired term of office through December 31, 2014.

Evaluation

Mr. Lagunas has agreed to serve another term of office on the Personnel Commission for a period of four years; from January 1, 2015, through December 31, 2018.

Conclusion

The Board of Supervisors is the statutory appointing authority that appoints members to the Personnel Commission, so it is being requested that Mr. Lagunas be re-appointed to said Commission for four more years by the Board of Supervisors.

Recommendation

It is recommended that Mr. Lagunas be re-appointed to the Personnel Commission.

Suggested Motion

Reappointment of David Lagunas to the Gila County Personnel Commission for four years, from January 1, 2015, through December 31, 2018.

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Attachments

GC Personnel Commission-Proposed to BOS

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GILA COUNTY PERSONNEL COMMISSION  
(Proposed to the BOS on 12/02/14)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Jonathan Barber	B-Republican	C (02/18/14)	7 years, 3 months	01/01/14-12/31/16	01/01/14-12/31/16
Ken Volz (Chairman as of 11/18/13)	B-Democrat	C (11/15/11)	4 years	01/01/12-12/31/15	01/01/12-12/31/15
Tom Moody	B-Independent	C (02/18/14)	4 years, 9 months	01/01/14-12/31/16	01/01/14-12/31/16
David Lagunas	B-Democrat	C (12/02/14)	1 year, 1 month	01/01/15-12/31/18	01/01/15-12/31/18
Lori Andrade	B-Independent	B (09/02/14) (Jerry McCreary)	-	09/02/14-12/31/15	01/01/12-12/31/15

<sup>1</sup> Appointment Information:

- A. Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- B. The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, "The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- C. A.R.S. §11-353 (B) states "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-2890**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** October 2014

**Submitted For:** Colt White, Payson Regional Constable

**Submitted By:** Michelle Keegan, Constable Clerk, Constable - Payson Regional

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for October 2014

**Suggested Motion**

Acknowledgment of the October 2014 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report for October 2014

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Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

## October 2014 MONTHLY REPORT

### TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

November 5, 2014

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **October, 2014**, the Payson Regional Constable's Office:

- ◆ Received a total of **160** papers for service
- ◆ Drove a total of **1,070** miles
- ◆ Collected a total of **\$1,307.00** as follows:

• Check Total	\$683.00
• Cash Total	<u>\$624.00</u>
• Total Deposited	\$1,307.00
• Less Writ Fee (3 @ \$5.00/each) Collected (Check #2368/Treasurer's Receipt #98401)	<u>(\$ 15.00)</u>
• Paid to General Fund (Check #2369/Treasurer's Receipt #98402)	\$1,292.00
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<b><u>\$2,167.00</u></b>

Respectfully submitted,

Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2014-2015**

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	\$1,417.60	\$875.00	\$2,287.60
AUGUST	222	1,397	\$1,749.80	\$875.00	\$2,624.80
SEPTEMBER	109	1,249	\$1,360.40	\$875.00	\$2,235.40
OCTOBER	160	1,070	\$1,307.00	\$875.00	\$2,182.00
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
<b>YEAR TOTAL:</b>	673	5,112	\$5,834.80	\$3,500.00	\$9,334.80



# Payson Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Dunn, Ron	1409PR076	10/06/14	302	32.00
	1410PR013	10/06/14	307	80.00
				-----
				<b>112.00</b>
Evans Dove & Nelson PLC,	1410PR071	10/22/14	310	48.00
				-----
				<b>48.00</b>
Green Valley Apartments,	1410PR065	10/21/14	316	40.00
				-----
				<b>40.00</b>
Heglie, Tanya Ann	1410PR010	10/03/14	301	48.00
				-----
				<b>48.00</b>
Lecher, Angela Mandy	1410PR091	10/27/14	324	124.00
				-----
				<b>124.00</b>
Mcguire, Kit Carson	1410PR090	10/27/14	314	48.00
				-----
				<b>48.00</b>
Nagy, Andrea	1410PR045	10/15/14	322	40.00
				-----
				<b>40.00</b>
Nanty, Laura K	1410PR003	10/01/14	299	40.00
				-----
				<b>40.00</b>
PJ Rental Properties LLC,	1410PR058	10/15/14	318	69.00
	1410PR057	10/15/14	319	69.00
				-----
				<b>138.00</b>
Prudential Arizona Realty,	1410PR069	10/21/14	312	48.00
				-----
				<b>48.00</b>
Rixey, Jason B	1410PR007	10/03/14	298	56.00
				-----

				<b>56.00</b>
Scheierman, Patricia	1410PR064	10/20/14	317	40.00
				-----
				<b>40.00</b>
Snyder, Jason Allen	1410PR080	10/23/14	311	56.00
				-----
				<b>56.00</b>
Solares, Ruben	1410PR066	10/21/14	315	48.00
				-----
				<b>48.00</b>
Sparks, Virginia	1410PR002	10/01/14	300	48.00
				-----
				<b>48.00</b>
Stauffer, Joshua David	1410PR056	10/16/14	320	40.00
				-----
				<b>40.00</b>
Thellman, Christi Sue	1410PR050	10/16/14	321	40.00
				-----
				<b>40.00</b>
Villa, Flavio	1410PR040	10/14/14	323	40.00
				-----
				<b>40.00</b>
Waterman, Michael	1410PR114	10/29/14	325	40.00
				-----
				<b>40.00</b>
Why Pay A Lawyer,	1410PR068	10/21/14	313	69.00
				-----
				<b>69.00</b>
Williams,Zinman & Parham P.C.,	1410PR026	10/13/14	304	46.00
	1410PR025	10/13/14	305	46.00
	1410PR024	10/13/14	306	46.00
	1410PR026	10/29/14	326	2.00
	1410PR025	10/29/14	327	2.00
	1410PR024	10/29/14	328	2.00
				-----
				<b>144.00</b>
				-----
				<b>1307.00</b>
				-----
	<b>Total Cash</b>			<b>1307.00</b>
	<b>Received:</b>			

**Report Includes:**

All transaction dates between `10/01/14` and `10/31/14`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Payson Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	65	65	100.00	0	0.00	0	0.00
Child Custody Packet	4	0	0.00	4	100.00	0	0.00
Criminal Subpoena	34	0	0.00	32	94.12	2	5.88
Civil Summons	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	7	0	0.00	7	100.00	0	0.00
Injunction Against Wrkplc Harr	1	0	0.00	0	0.00	1	100.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	5	0	0.00	3	60.00	2	40.00
Order of Protection	8	0	0.00	7	87.50	1	12.50
Summons and Complaint	1	0	0.00	1	100.00	0	0.00
Subpoena Duces Tecum	1	0	0.00	1	100.00	0	0.00
Summons Forcible Detainer	10	0	0.00	10	100.00	0	0.00
Summons	3	0	0.00	0	0.00	3	100.00
Criminal Summons	16	0	0.00	12	75.00	4	25.00
Writ of Garnishment Earnings	2	0	0.00	2	100.00	0	0.00
Writ of Garnishment Non Earnin	1	0	0.00	0	0.00	1	100.00
<b>Totals</b>	<b>160</b>	<b>65</b>	<b>40.62</b>	<b>81</b>	<b>50.62</b>	<b>14</b>	<b>8.75</b>

### Report Includes:

All receive dates between `00:00:00 10/01/14` and `23:59:59 10/31/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



# Payson Regional Constable's Office

## Civil Process Service Attempts Summary

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**To Be Served:** Abraham, Brandon N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1008 S Stover, Payson	White, C	Brandon Nicholas Abraham	YES
<b>Time/Date:</b> 12:30:00 10/14/14			

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**To Be Served:** Adams, Theresa A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
976 W Paint Pony Dr, Payson	Scott, T K	Posted Front Door	YES
<b>Time/Date:</b> 14:29:00 10/06/14			

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**To Be Served:** Alvarez, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
44834 N Highway 188, Tonto Basin	White, C		NO
<b>Time/Date:</b> 16:00:00 10/15/14			
140 Dryer Drive, Tonto Basin	White, C		NO
<b>Time/Date:</b> 16:15:00 10/15/14			
140 Dryer Drive, Tonto Basin	White, C		NO
<b>Time/Date:</b> 09:46:00 10/16/14			
140 Dryer Drive, Tonto Basin	White, C		NO
<b>Time/Date:</b> 15:11:00 10/16/14			
2000 N Beeline Highway, Payson	White, C	Michael Alan Alvarez	YES
<b>Time/Date:</b> 09:40:00 10/20/14			

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**To Be Served:** Anglemire, Colton L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
21A Milky Way, Star Valley	White, C	Colton Lane Anglemire	YES
<b>Time/Date:</b> 11:24:00 10/22/14			

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**To Be Served:** Arizona Resource Realty

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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112 W Bonita Street, Payson

White, C

Debra Renae Couch

YES

Time/Date: 11:31:00 10/20/14

To Be Served: Bakken, Kevin E.

Service Attempt

Attempted By

Served On

Svd?

3870 E AZ HIGHWAY 260, Star Valley

White, C

NO

Time/Date: 15:45:00 10/13/14

3870 E AZ HIGHWAY 260, Star Valley

White, C

NO

Time/Date: 15:47:00 10/13/14

3870 E AZ HIGHWAY 260, Star Valley

White, C

NO

Time/Date: 15:49:00 10/14/14

3870 E AZ HIGHWAY 260, Star Valley

White, C

NO

Time/Date: 10:18:00 10/15/14

To Be Served: [REDACTED]

Service Attempt

Attempted By

Served On

Svd?

[REDACTED]

White, C

NO

Time/Date: 15:45:00 10/13/14

[REDACTED]

White, C

NO

Time/Date: 15:47:00 10/13/14

[REDACTED]

White, C

NO

Time/Date: 15:49:00 10/14/14

[REDACTED]

White, C

NO

Time/Date: 10:18:00 10/15/14

To Be Served: Barker, Jessyca A.

Service Attempt

Attempted By

Served On

Svd?

608 E Frontier, Payson

White, C

NO

Time/Date: 10:05:00 10/16/14

To Be Served: Barr, Les

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

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**Time/Date:** 11:45:00 10/01/14

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**To Be Served:** Bates, Robert C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S Beeline Highway, Payson	Havey, M T	Robert Bates	YES

**Time/Date:** 09:15:00 10/01/14

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**To Be Served:** Bergman, Skyler D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
435 E Sycamore Lane, Payson	White, C	Skyler Bergman	YES

**Time/Date:** 15:06:00 10/20/14

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**To Be Served:** Bishop, Jeremy C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
704 W Main, Payson	White, C		NO

**Time/Date:** 14:22:00 10/23/14

107 E Aero, Payson	White, C	Jeremy Clinton Bishop	YES
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**Time/Date:** 14:31:00 10/23/14

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**To Be Served:** Bystricky, Sally

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
111 West Sherwood Drive, Payson	White, C	Sally Bystricky	YES

**Time/Date:** 11:58:00 10/20/14

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**To Be Served:** Cadwell, Josh

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 11:39:00 10/20/14

303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
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**Time/Date:** 11:39:00 10/20/14

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**To Be Served:** Carollo, Elizabeth A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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105 E Main Street #203, Payson	White, C	Elizabeth Ann Carollo	YES
<b>Time/Date:</b> 17:25:00 10/16/14			
<b>To Be Served:</b> Cheatham, Kevin A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
400 E Highway 260, Payson	White, C	Kevin Anthony Cheatham	YES
<b>Time/Date:</b> 14:52:00 10/27/14			
<b>To Be Served:</b> Choate, Jeffery M. Sr.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
17 Emmitt's way #1, Payson	White, C		NO
<b>Time/Date:</b> 10:22:00 10/01/14			
17 Emmitt's Way #1, Payson	White, C		NO
<b>Time/Date:</b> 10:37:00 10/02/14			
212 W Aero, Payson	White, C	Jeff Choate	YES
<b>Time/Date:</b> 10:48:00 10/02/14			
<b>To Be Served:</b> Cirre, Terry			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 11:53:00 10/01/14			
<b>To Be Served:</b> Court, Tammie			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
20800 East Tara Springs Road, Blk Canyon City	Michelle Keegan		NO
<b>Time/Date:</b> 11:40:00 10/02/14			
714 S Beeline Highway, Payson	Havey, M T	Tammy Court	YES
<b>Time/Date:</b> 10:24:00 10/03/14			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Harkenss, J		NO
<b>Time/Date:</b> 17:04:00 10/01/14			

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[REDACTED]	Harkenss, J		NO
<b>Time/Date:</b> 11:02:00 10/02/14			
[REDACTED]	Harkenss, J	[REDACTED]	YES
<b>Time/Date:</b> 11:45:00 10/02/14			

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**To Be Served:** Davies, Jesse T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 North Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 11:45:00 10/01/14			
303 North Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 11:39:00 10/20/14			

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**To Be Served:** Daykin, Lynda

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
739 W Haught AVE, Tonto Village, Payson	White, C	Lynda Daykin	YES
<b>Time/Date:</b> 15:20:00 10/16/14			

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**To Be Served:** Dorame-Ruiz, Manuel A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
121 S Tonto St #18, Payson	Scott, G E		NO
<b>Time/Date:</b> 10:30:00 10/03/14			
TAR - Sonic, Payson	Engler, D B	Manuel Adrian Dorame	YES
<b>Time/Date:</b> 17:40:00 10/03/14			

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**To Be Served:** Dorsett, Wayne

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 10:11:00 10/24/14			

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**To Be Served:** Doyle, Walter T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
702 N. Snead Dr., Payson	White, C		NO
<b>Time/Date:</b> 16:32:00 10/17/14			

702 N. Snead Dr., Payson	White, C		NO
<b>Time/Date:</b> 16:34:00 10/17/14			
<b>To Be Served:</b> Dukuly, Ansumana			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 11:53:00 10/01/14			
<b>To Be Served:</b> Duncan, Cathlyn S.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
2144 E Flowing Springs Road, Payson	White, C	Posted on Front Door	YES
<b>Time/Date:</b> 11:47:00 10/13/14			
<b>To Be Served:</b> Edwards, Jennifer			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
801 E Frontier Street #6, Payson	White, C	Posted on Door	YES
<b>Time/Date:</b> 10:11:00 10/23/14			
<b>To Be Served:</b> Erdelyi, Frank S.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
807 W Bridle Path Ln, Payson	David Hornung	Frank Steven Erdelyi	YES
<b>Time/Date:</b> 11:40:00 10/10/14			
107 E Airline, Payson	White, C		NO
<b>Time/Date:</b> 12:16:00 10/15/14			
<b>To Be Served:</b> Forsberg, Tyler			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 14:06:00 10/13/14			
<b>To Be Served:</b> Gary, Tyler L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
3810 N Highway 87 #3, Payson	White, C		NO

**Time/Date:** 15:59:00 10/01/14  
 3810 N Highway 87 #3, Payson White, C NO

**Time/Date:** 16:30:00 10/01/14  
 3810 N Highway 87 #3, Payson White, C NO

**Time/Date:** 16:45:00 10/01/14

**To Be Served:** George Henry Plumbing

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S Beeline Highway, Payson	White, C	Sharon Kathleen Root	YES

**Time/Date:** 11:45:00 10/20/14

**To Be Served:** Gregg, Angela M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 south Street, Globe	Bolinger, J E	Angela Mae Gregg	YES

**Time/Date:** 10:10:00 10/22/14

**To Be Served:** Guerrero, Jonathyn R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
602 N Colcord, Payson	White, C		NO

**Time/Date:** 12:51:00 10/21/14

602 N Colcord, Payson	White, C		NO
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**Time/Date:** 16:16:00 10/22/14

**To Be Served:** Gurrera, Kelsey

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
401 E Highway 260, Payson	White, C	Kelsey Gurrera	YES

**Time/Date:** 11:27:00 10/14/14

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	[REDACTED]	YES

**Time/Date:** 10:45:00 10/27/14

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	[REDACTED]	YES

Time/Date: 10:45:00 10/27/14

To Be Served: Hatch, Gary W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
18 E Pine Ridge Drive, Payson	White, C		NO

Time/Date: 15:57:00 10/13/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 17:47:00 10/13/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 16:16:00 10/17/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 09:40:00 10/27/14

18 E Pine Ridge Drive, Payson	White, C	Gary Hatch	YES
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Time/Date: 14:30:00 10/27/14

To Be Served: Hatch, Julie H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
18 E Pine Ridge Drive, Payson	White, C		NO

Time/Date: 15:57:00 10/13/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 17:47:00 10/13/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 16:16:00 10/17/14

18 E Pine Ridge Drive, Payson	White, C		NO
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Time/Date: 09:40:00 10/27/14

18 E Pine Ridge Drive, Payson	White, C	Gary Hatch	YES
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Time/Date: 14:30:00 10/27/14

To Be Served: Havens, Vern

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES

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**Time/Date:** 11:53:00 10/01/14

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**To Be Served:** Havey, Brian L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St., Payson	White, C	GCSO Clipboard	YES

**Time/Date:** 10:11:00 10/24/14

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**To Be Served:** Havey, Matthew T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES

**Time/Date:** 17:12:00 10/15/14

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**To Be Served:** Hazelo, Jason

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 11:45:00 10/01/14

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**To Be Served:** Hensley, Thoreina

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES

**Time/Date:** 12:10:00 10/13/14

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**To Be Served:** Heyer, Carsten H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3006 E Posey Ct, Payson	Havey, M T	Carsten Hermann Ernst Heyer	YES

**Time/Date:** 13:05:00 10/03/14

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**To Be Served:** Hill, Casey A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 S Ponderosa, Payson	White, C	Posted on Front Door	YES

**Time/Date:** 10:19:00 10/23/14

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**To Be Served:** Hornung, David B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 17:12:00 10/15/14			

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**To Be Served:** Huston, Michael H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
512 E Evergreen St, Payson	White, C		NO
<b>Time/Date:</b> 11:01:00 10/01/14			

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**To Be Served:** Jackson, Penny L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1037 W Bridle Path Lane, Payson	White, C	Penny Lynnett Jackson	YES
<b>Time/Date:</b> 16:56:00 10/17/14			

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**To Be Served:** Jaeger, Daniel C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1006 S Lakeview, Payson	White, C		NO
<b>Time/Date:</b> 11:54:00 10/23/14			
1006 S Lakeview, Payson	White, C		NO
<b>Time/Date:</b> 10:01:00 10/24/14			
1006 S Lakeview, Payson	White, C		NO
<b>Time/Date:</b> 10:02:00 10/24/14			
1006 S Lakeview, Payson	White, C		NO
<b>Time/Date:</b> 10:03:00 10/24/14			
1006 S Lakeview, Payson	White, C		NO
<b>Time/Date:</b> 10:06:00 10/24/14			
1006 S Lakeview, Payson	White, C	Daniel Christian Jaeger	YES
<b>Time/Date:</b> 15:35:00 10/27/14			

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**To Be Served:** Krombeen, Nathan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:04:00 10/13/14			

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To Be Served: Larson, Mark S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
101 N Pinecrest Road, Payson	Michelle Keegan		NO
<b>Time/Date:</b> 09:57:00 10/18/14			
101 N Pinecrest Road, Payson	Michelle Keegan		NO
<b>Time/Date:</b> 14:52:00 10/18/14			
101 N Pinecrest Road, Payson	Michelle Keegan		NO
<b>Time/Date:</b> 09:51:00 10/20/14			
101 N Pinecrest Road, Payson	White, C	Mark Steven Larson	YES
<b>Time/Date:</b> 11:06:00 10/20/14			

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To Be Served: Lloyd, Michael D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 E Aero Dr, Payson	Cronk, R C	Michael Grace	YES
<b>Time/Date:</b> 09:40:00 10/06/14			

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To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 17:00:00 10/23/14			
[REDACTED]	White, C	Linda Duke	YES
<b>Time/Date:</b> 17:16:00 10/23/14			

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To Be Served: Martin, Cynder C.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7510 N Paloma Vista, Payson	White, C	Cynder Coleen Martin	YES
<b>Time/Date:</b> 15:12:00 10/27/14			

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To Be Served: McAnerny, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 14:06:00 10/13/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 14:06:00 10/13/14

**To Be Served:** McDonough, Chris

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 14:06:00 10/13/14

**To Be Served:** Moore, Shawn H.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 N Beeline Highway, Payson	White, C		NO

**Time/Date:** 09:58:00 10/20/14

300 N Beeline Highway, Payson	White, C		NO
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**Time/Date:** 10:45:00 10/22/14

300 N Beeline Highway, Payson	White, C	Shawn Henry Moore	YES
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**Time/Date:** 15:51:00 10/27/14

**To Be Served:** Oestmann, Jimmy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES

**Time/Date:** 11:53:00 10/01/14

**To Be Served:** O'Neill, Eugene M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
45 Walters Ln #5, Star Valley	White, C		NO

**Time/Date:** 09:43:00 10/16/14

45 Walters Ln #5, Star Valley	White, C		NO
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**Time/Date:** 15:36:00 10/17/14

45 Walters Ln #5, Star Valley	White, C	Eugene Michael Oneill	YES
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**Time/Date:** 09:29:14 10/19/14

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C	[REDACTED]	YES

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**Time/Date:** 16:56:00 10/17/14

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**To Be Served:** Parker, Darlene L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
302 N Mud Springs Road, Payson	White, C		NO

**Time/Date:** 15:45:00 10/16/14

706 N Granite Drive, Payson	White, C		NO
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**Time/Date:** 15:59:00 10/16/14

706 N Granite Drive, Payson	White, C		NO
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**Time/Date:** 15:06:00 10/17/14

706 N Granite Drive, Payson	White, C		NO
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**Time/Date:** 16:29:00 10/17/14

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**To Be Served:** Parkin, Juanita G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
600 E Highway 260 #8, Payson	White, C		NO

**Time/Date:** 12:44:00 10/02/14

600 E Highway 260, Payson	Michelle Keegan		NO
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**Time/Date:** 11:13:00 10/06/14

600 E Highway 260, Payson	Todd, Travis	Juanita Parkin	YES
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**Time/Date:** 13:00:00 10/10/14

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**To Be Served:** Piazza, Gary J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
406 W St Moritz, Payson	White, C		NO

**Time/Date:** 11:36:00 10/23/14

406 W St Moritz, Payson	White, C		NO
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**Time/Date:** 09:30:00 10/27/14

406 W St Moritz, Payson	Michelle Keegan		NO
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**Time/Date:** 10:10:00 10/28/14

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**To Be Served:** Rathbun, Wesley E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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714 S Beeline Highway, Payson	Cronk, R C	Wesley Rathbun	YES
<b>Time/Date:</b> 08:30:00 10/22/14			
<b>To Be Served:</b> Rhoda, Sharon L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
3696 E Hwy 260 #A6, C-Bar Diamond MHP, Star Valley	White, C	Sharon Laine Rhoda	YES
<b>Time/Date:</b> 15:43:00 10/01/14			
<b>To Be Served:</b> Rivers, James M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1205 N Arrowhead DR, Payson	White, C		NO
<b>Time/Date:</b> 14:30:00 10/20/14			
1205 N Arrowhead DR, Payson	White, C		NO
<b>Time/Date:</b> 10:12:00 10/21/14			
301 E Highway 260, Payson	White, C	James M Rivers	YES
<b>Time/Date:</b> 10:23:00 10/21/14			
<b>To Be Served:</b> Roberson, Joyce M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1304 N Beeline hwy #54, Payson	White, C		NO
<b>Time/Date:</b> 16:02:00 10/17/14			
1304 N Beeline hwy #54, Payson	White, C	Joyce Roberson	YES
<b>Time/Date:</b> 09:51:00 10/20/14			
<b>To Be Served:</b> Salazar, Joshua			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
400 W Frontier Street, Payson	White, C	Posted on Front Door	YES
<b>Time/Date:</b> 10:53:00 10/13/14			
<b>To Be Served:</b> Schnepf, Corey L.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
311 S McLane #206, Payson	White, C		NO
<b>Time/Date:</b> 09:38:00 10/16/14			

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311 S McLane #206, Payson	White, C		NO
<b>Time/Date:</b> 10:55:00 10/23/14			
108 W Main Street, Payson	Havey, M T	Corey Schnepf	YES
<b>Time/Date:</b> 17:02:00 10/23/14			

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**To Be Served:** Scott, Timothy K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St., Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 16:09:00 10/22/14			

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**To Be Served:** Scully, Tami J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1003 N Bern Cr, Payson	White, C	Tami Jo Scully	YES
<b>Time/Date:</b> 12:47:00 10/21/14			

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**To Be Served:** Scyoc, Matthew S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
917 W Saddle, Payson	White, C	Matthew Scyoc	YES
<b>Time/Date:</b> 16:48:00 10/17/14			

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**To Be Served:** Shover, Daniel R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
216 N Whiting/PO Box 676, Payson	White, C		NO
<b>Time/Date:</b> 15:13:00 10/16/14			
216 N Whiting/PO Box 676, Payson	White, C		NO
<b>Time/Date:</b> 16:16:00 10/16/14			
216 N Whiting/PO Box 676, Payson	White, C		NO
<b>Time/Date:</b> 16:31:00 10/16/14			
216 N Whiting/PO Box 676, Payson	White, C		NO
<b>Time/Date:</b> 16:36:00 10/16/14			
300 N Beeline Highway, Payson	White, C	Daniel Shover	YES
<b>Time/Date:</b> 15:29:00 10/17/14			

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**To Be Served:** Simpson, Justin E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 W Main Street, Payson	White, C	Posted on Front Door & Mailed	YES
<b>Time/Date:</b> 12:40:00 10/01/14			

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**To Be Served:** Simpson, Michelle

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
206 W Main Street, Payson	White, C	Posted Front Door	YES
<b>Time/Date:</b> 12:40:00 10/01/14			
206 W Main Street, Payson	White, C		NO
<b>Time/Date:</b> 16:07:00 10/17/14			
206 W Main Street, Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 10/20/14			
206 W Main Street, Payson	White, C		NO
<b>Time/Date:</b> 16:42:00 10/21/14			

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**To Be Served:** Smith, Mandie E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
913 W Colt, Payson	White, C		NO
<b>Time/Date:</b> 16:08:00 10/01/14			
913 W Colt, Payson	White, C		NO
<b>Time/Date:</b> 16:12:00 10/01/14			
913 W Colt, Payson	White, C		NO
<b>Time/Date:</b> 11:20:00 10/02/14			
707 W Sherwood, Payson	White, C	Mandie E Smith	YES
<b>Time/Date:</b> 12:13:00 10/02/14			

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**To Be Served:** Smith, Marie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 W Cherry Street, Payson	Engler, D B	Marie Smith	YES
<b>Time/Date:</b> 17:37:00 10/15/14			

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**To Be Served:** Smith, Tammy L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N Beeline Highway #72, Payson	White, C		NO
<b>Time/Date:</b> 10:24:00 10/20/14			
1304 N Beeline Highway #72, Payson	White, C		NO
<b>Time/Date:</b> 10:33:00 10/20/14			

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**To Be Served:** Snyder, Paul

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 14:06:00 10/13/14			

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**To Be Served:** Thellman, Christi S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 E Main Street Apt 204, Payson	White, C	Christi Sue Thellman	YES
<b>Time/Date:</b> 14:41:00 10/23/14			

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**To Be Served:** Thomason, Henry A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 11:53:00 10/01/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 15:04:00 10/13/14			

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**To Be Served:** Underwood, Charles E. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
504 Snead, Payson	White, C		NO
<b>Time/Date:</b> 11:44:00 10/22/14			
504 Snead, Payson	White, C		NO
<b>Time/Date:</b> 11:44:00 10/22/14			
21A Milky Way, Star Valley	White, C		NO
<b>Time/Date:</b> 13:30:00 10/22/14			
21A Milky Way, Star Valley	White, C		NO

**Time/Date:** 13:30:00 10/22/14  
 21A Milky Way, Star Valley White, C Charles Eugene Underwood YES

**Time/Date:** 11:15:00 10/23/14  
 21A Milky Way, Star Valley White, C Charles Eugene Underwood II YES

**Time/Date:** 11:15:00 10/23/14

**To Be Served:** Van Acker, Chantel N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
801 E Frontier #43, Payson	White, C	Chantel Acker	YES

**Time/Date:** 10:02:00 10/16/14

**To Be Served:** Vindici, David S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 N Matterhorn, Payson	White, C	Posted on Front Door	YES

**Time/Date:** 11:06:00 10/13/14

**To Be Served:** Voelker, Dan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord, Payson	White, C	DPS Clipboard	YES

**Time/Date:** 15:04:00 10/13/14

**To Be Served:** Warren, Donald L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3725 N Ellison Drive, Pine	White, C	Donald Warren	YES

**Time/Date:** 09:49:00 10/21/14

**To Be Served:** Weston, Sharon R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S McLane #14, Payson	John France		NO

**Time/Date:** 19:30:00 10/02/14

905 S McLane #14, Payson	Engler, D B		NO
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**Time/Date:** 16:35:00 10/03/14

108 W Main Street, Payson	David Hornung	Sharon Rose Weston	YES
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**Time/Date:** 16:35:00 10/06/14

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**To Be Served:** Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 11:39:00 10/20/14

303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
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**Time/Date:** 11:39:00 10/20/14

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**Report Includes:**

All dates between `00:00:00 10/01/14` and `23:59:59 10/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



# MILEAGE FOR THE MONTH

## October 2014

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
10/1	56			
10/2	42			
10/5	94			
10/10	96			
10/13	74			
10/14	40			
10/15	76			
10/16	52			
10/17	55			
10/20	73			
10/21	53			
10/22	46			
10/23	179			
10/24	62			
10/27	72			
<b>DAYS</b>	<b>1070</b>		<b>0</b>	

**Total Miles Driven By  
The Constable's Office**

**1070**

**October 2014**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 11/5/14

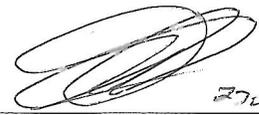
GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics, Standards & Training Board writ fees collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected October 2014	15 00
	3 @ 5 <sup>00</sup>	
	CK# 2368	
		15 00

Authorized Signature  Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER 98401

**PAYSON CONSTABLE**  
108 W. MAIN ST. 928-474-3844  
PAYSON, AZ 85541

2368  
91-527/1221 6128  
0703680454

DATE 11/5/14

PAY TO THE ORDER OF Gila County Treasurer \$ 15<sup>00</sup>

Fifteen + 00/100's DOLLARS

FOR Writ fees - 3@5<sup>00</sup> October



⑈0000002368⑈ ⑆122105278⑆ 0703680454⑈





**ARF-2879**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** October 2014

**Submitted For:** Mary Navarro, Justice Court Operations Mgr

**Submitted By:** Mary Navarro, Justice Court Operations Mgr., Justice Court-Globe Regional

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for October 2014

**Suggested Motion**

Acknowledgment of the October 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

Globe Regional Justice Court Monthly Report for October 2014

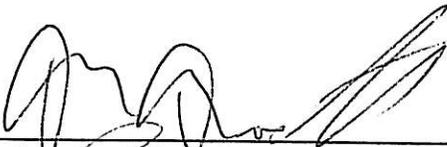
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**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

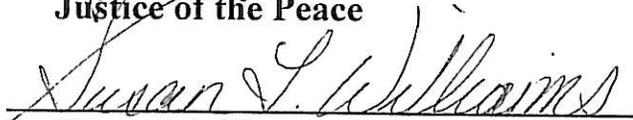
**For the Month of: October, 2014**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 4,705.40</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 2,499.37</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 3,429.40</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 3,775.37</b>



**Justice of the Peace**



**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

OCTOBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 89.85	\$ 4.50	\$ 85.35
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 235.79	\$ 11.79	\$ 224.00
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 70.50	\$ 3.53	\$ 66.97
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,177.84		\$ 2,177.84
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 980.83		\$ 980.83
Game and Fish - Wildlife	ZGF		STATE	\$ 134.97	\$ 6.75	\$ 128.22
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,027.49	\$ 51.38	\$ 976.11
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 27.45	\$ 1.38	\$ 26.07
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 819.50	\$ 40.98	\$ 778.52
Alternative Dispute Resolution	ZADR		T848-2061	\$ 43.25	\$ 2.17	\$ 41.08
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1			\$ 66.99	\$ 3.35	\$ 63.64
Confidential Address Assessment - Local	ZCAA2			\$ 3.51	\$ 0.18	\$ 3.33
Citizens Clean Elections	ZCEF		T888-2061	\$ 1,196.82		\$ 1,196.82
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 5,680.66	\$ 284.04	\$ 5,396.62
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,190.00	\$ 59.50	\$ 1,130.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 702.41	\$ 35.13	\$ 667.28
DUI Abatement	ZDUIA		T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 323.36	\$ 16.17	\$ 307.19
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 32.42	\$ 1.63	\$ 30.79
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 945.50	\$ 47.28	\$ 898.22
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 11,476.00	\$ 573.80	\$ 10,902.20
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 836.86	\$ 41.85	\$ 795.01
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 671.64	\$ 33.59	\$ 638.05
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 611.08		\$ 611.08
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 143.88	\$ 7.20	\$ 136.68
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,134.87		\$ 1,134.87
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 329.32	\$ 16.47	\$ 312.85
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 2,216.08		\$ 2,216.08
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 41.91	\$ 2.10	\$ 39.81
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 71.16		\$ 71.16
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 47.43		\$ 47.43
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 328.19	\$ 16.41	\$ 311.78
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 1,571.28	\$ 78.57	\$ 1,492.71
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,503.81	\$ 75.20	\$ 1,428.61
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 187.94	\$ 9.40	\$ 178.54
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 46.69	\$ 2.34	\$ 44.35
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 53.59	\$ 2.68	\$ 50.91
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 636.15	\$ 31.81	\$ 604.34
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 8.06	\$ 0.41	\$ 7.65
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	\$ 6.41	\$ 0.33	\$ 6.08
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	\$ 1.10	\$ 0.06	\$ 1.04
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	\$ 72.60	\$ 3.63	\$ 68.97
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 221.06	\$ 11.06	\$ 210.00
Prison Construction Fund	ZPCOF		T908-2061	\$ 2,767.05	\$ 138.36	\$ 2,628.69
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 79.45	\$ 3.97	\$ 75.48
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 3,777.26	\$ 188.86	\$ 3,588.40
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 27.61	\$ 1.39	\$ 26.22
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 164.98		\$ 164.98
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 2,776.86		\$ 2,776.86
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 1,851.23		\$ 1,851.23
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

OCTOBER, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 28.89	\$ 1.45	\$ 27.44
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ 16.36	\$ 0.82	\$ 15.54
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 21.01	\$ 1.06	\$ 19.95
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 49,476.95</b>	<b>\$ 1,812.58</b>	<b>\$ 47,664.37</b>

**TOTAL ADJUSTED BALANCE VERIFICATION \$ 47,664.37**

**TOTAL RESTITUTION RECEIVED \$ 1,028.01**

**TOTAL RECEIPTS THIS MONTH \$ 50,504.96**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/3/2014	8309	\$ 5,443.91	ARIZONA STATE TREASURER
11/3/2014	8310	\$ 44,013.09	GILA COUNTY TREASURER
11/3/2014	8311	\$ 19.95	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	CITY POLICE SUSPENDED PLATES
		<b>\$ 49,476.95</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

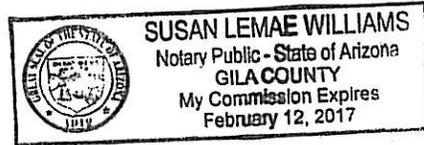
I, Gary Goettman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of OCTOBER, 2014.

Justice of the Peace

Subscribed and Sworn to before me this 3rd day of November, 2014.

Notary Public

My Commission Expires: February 12, 2017



**ARF-2888**

**4. F.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** October 2014

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region,  
Justice Court-Payson Regional

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**Information**

**Subject**

Payson Regional Justice of the Peace's Office monthly reports for October 2014.

**Suggested Motion**

Acknowledgment of the October 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

October 2014 Monthly Report

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# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: October 2014

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	67	2	137	206
Filed	13	2	10	25
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>80</b>	<b>4</b>	<b>147</b>	<b>231</b>
Transferred Out	0	0	0	0
Other Terminations	9	0	23	32
<b>TOTAL TERMINATIONS</b>	<b>9</b>	<b>0</b>	<b>23</b>	<b>32</b>
Statistical Correction	0	0	0	0
Pending End of Month	71	4	124	199

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
191	5	0	196	0	4	4	0	192

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0**      Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
340	98	0	438	0	28	178	206	0	232

Civil Traffic Hearings Held: **2**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	15	Trans In	0	TOTAL
				15

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: October 2014

MISDEMEANOR									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
Misdemeanor (Non-Traffic)	473	37	0	510	0	77	77	0	433
Failure to Appear (Non-Traffic)	45	0	0	45	0	0	0	0	45
<b>TOTAL</b>	<b>518</b>	<b>37</b>	<b>0</b>	<b>555</b>	<b>0</b>	<b>77</b>	<b>77</b>	<b>0</b>	<b>478</b>

## TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY									
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)	
	24	9	0	33	0	9	9	0	24

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

112

## LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: October 2014

<b>CIVIL COMPLAINTS</b>				
	<b>Small Claims</b>	<b>Forcible Detainer/ Eviction Action</b>	<b>Other Civil</b>	<b>TOTAL</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>
Pending 1st of Month	66	20	265	351
Filed	4	12	41	57
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>70</b>	<b>32</b>	<b>306</b>	<b>408</b>
Transferred Out	0	0	0	0
Other Terminations	5	11	35	51
<b>TOTAL TERMINATIONS</b>	<b>5</b>	<b>11</b>	<b>35</b>	<b>51</b>
Statistical Correction	0	0	0	0
<b>Pending End of Month</b>	<b>65</b>	<b>21</b>	<b>271</b>	<b>357</b>

Small Claims Hearings Held/Defaults:	1	Civil Court Trials Held:	11
Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer:	0	Civil Jury Trials Held:	0

<b>DOMESTIC VIOLENCE/HARASSMENT PETITIONS</b>				
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	Filed	Order Issued	Petition Denied	<b>TOTAL TERM.</b>
Domestic Violence	12	12	0	12
Harassment	10	10	0	10

<b>HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT</b>			
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Order of Protection:	5	Injunction Against:	4
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<b>SPECIAL PROCEEDINGS/ACTIVITIES</b>			
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Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	3
Juvenile Hearings Held:	0	Search Warrants Issued:	9

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year:

October 2014

### WARRANTS OUTSTANDING

#### TRAFFIC WARRANTS OUTSTANDING

D.U.I. 145

Serious Violations 8

All Other Violations 473

**TRAFFIC TOTAL** 626

#### CRIMINAL WARRANTS OUTSTANDING

Felony 121

Misdemeanor 664

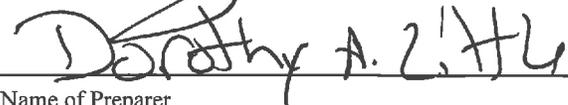
**CRIMINAL TOTAL** 785

**MAIL BY THE 20TH WORKING DAY OF MONTH:**

**Arizona Supreme Court**  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

**ATTN: Research/Statistics Unit**  
(602) 542-9376

  
\_\_\_\_\_  
Signature of the Judge/Magistrate (or designee)

  
\_\_\_\_\_  
Name of Preparer

  
\_\_\_\_\_  
Date of Preparation

<b>OCTOBER, 2014</b>	<b>AZTEC</b>	<b>ACCOUNT</b>	<b>ACCOUNT</b>	<b>TOTAL AMOUNT</b>	<b>5% FILL THE GAP</b>	<b>ADJUSTED</b>
<b>FUND NAME</b>	<b>CODE</b>	<b>CODE</b>	<b>CODE</b>	<b>ALLOCATED</b>	<b>SET ASIDE</b>	<b>BALANCE</b>
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 86.39	\$ 4.32	\$ 82.07
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-00	X10501314004383	\$ 65.51		\$ 65.51
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 23.75	\$ 1.19	\$ 22.56
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800.30		\$ 1.25	\$ 0.06	\$ 1.19
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,037.72		\$ 1,037.72
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 4,876.52	\$ 243.83	\$ 4,632.69
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 3,430.00	\$ 171.50	\$ 3,258.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 629.79	\$ 31.49	\$ 598.30
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 646.39	\$ 32.32	\$ 614.07
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,630.10	\$ 81.51	\$ 1,548.59
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 8,867.67	\$ 443.38	\$ 8,424.29
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 726.09	\$ 36.30	\$ 689.79
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 41.50	\$ 2.08	\$ 39.42
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 783.03	\$ 39.15	\$ 743.88
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 489.22		\$ 489.22
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 287.42	\$ 14.37	\$ 273.05
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 908.54		\$ 908.54
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 658.46	\$ 32.92	\$ 625.54
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 996.00		\$ 996.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 1,041.24	\$ 52.06	\$ 989.18
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,348.82	\$ 67.44	\$ 1,281.38
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 888.34	\$ 44.42	\$ 843.92
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 111.09	\$ 5.55	\$ 105.54
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 2.53	\$ 0.13	\$ 2.40
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 48.20	\$ 2.41	\$ 45.79
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 391.58	\$ 19.58	\$ 372.00
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 1.82	\$ 0.09	\$ 1.73
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 0.07	\$ -	\$ 0.07
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 13.03	\$ 0.65	\$ 12.38
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 68.87	\$ 3.44	\$ 65.43
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,304.38	\$ 115.22	\$ 2,189.16
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 7.29	\$ 0.36	\$ 6.93
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,721.42	\$ 86.07	\$ 1,635.35
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,308.62		\$ 1,308.62
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 872.41		\$ 872.41
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ 60.00	\$ 3.00	\$ 57.00

AZ Native Plant Fund	ZANP	STATE	\$	-	\$	-	\$	-
Child Passenger Restraint	ZCPRF	STATE	\$	184.60	\$	9.23	\$	175.37
Drug and Gang Enforcement Fines	ZDECJ	STATE	\$	917.46	\$	45.87	\$	871.59
DUI Abatement	ZDUIA	STATE	\$	84.03	\$	4.20	\$	79.83
Domestic Violence Shelter Fund	ZDVSF	STATE	\$	25.00	\$	1.25	\$	23.75
FARE Special Collection Fee 19%	ZFAR1	STATE	\$	1,802.66			\$	1,802.66
FARE Delinquency Fee \$35.00	ZFAR2	STATE	\$	887.99			\$	887.99
Game and Fish - Wildlife	ZGF	STATE	\$	136.11	\$	6.81	\$	129.30
HURF 1 28-5438, 2533C	ZHRF1	STATE	\$	-	\$	-	\$	-
HURF 3 28-5433C, 4139	ZHRF3	STATE	\$	-	\$	-	\$	-
HURF - to DPS	ZHRFD	STATE	\$	-	\$	-	\$	-
Prison Construction Fund	ZPCOF	STATE	\$	2,218.73	\$	110.94	\$	2,107.79
Registrar of Contractors	ZRCA	STATE	\$	83.40	\$	4.17	\$	79.23
State Highway Fund	ZSHWY	STATE	\$	-	\$	-	\$	-
State Highway Work Zone Fund	ZSHWZ	STATE	\$	-	\$	-	\$	-
Display Suspended Plates (DPS)	ZSLPD	STATE	\$	168.77	\$	8.44	\$	160.33
State Photo Enforcement Base Fine	ZSPBF	STATE	\$	-	\$	-	\$	-
State Photo Enforcement Clean Election Surcharge	ZSPCE	STATE	\$	-	\$	-	\$	-
Bad Check Program - County Attorney	ZBAD	COUNTY ATTY	\$	50.00			\$	50.00
HURF - to Sheriff's Office 28-5533G	ZHRFS	SHERIFF	\$	-	\$	-	\$	-
Display Suspended Plates (Sheriff's Office)	ZSLPS	SHERIFF	\$	17.75	\$	0.89	\$	16.86
HURF - to City Police	ZHRFC	CITY POLICE	\$	-	\$	-	\$	-
Display Suspended Plates (City Police)	ZSLPC	CITY POLICE	\$	-	\$	-	\$	-
<b>TOTALS</b>				<b>\$ 42,951.56</b>		<b>\$ 1,726.64</b>		<b>\$ 41,224.92</b>

<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>	<b>\$ 41,224.92</b>
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DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/6/14	5238	\$ 36,566.86	GILA COUNTY TREASURER
	5239	\$ 6,317.84	ARIZONA STATE TREASURER
	5240	\$ 50.00	GILA COUNTY BAD CHECK PROGRAM
	5241	\$ 16.86	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 42,951.56</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for OCTOBER, 2013.

\_\_\_\_\_  
DOROTHY A. LITTLE  
Gila County Justice of the Peace

**ARF-2889**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** October 2014

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the Superior Court,  
Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Courts's Office Monthly Report for October 2014

**Suggested Motion**

Acknowledgment of the October 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Court October 2014 Report

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

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**CLERK'S REPORT  
FOR  
OCTOBER 2014**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 11/3/2014 11:24:46 AM

Criteria : From Date : 10/1/2014 To Date : 10/31/2014

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$5453.43		(\$2684.18)		\$2769.25	\$0.00
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$37488.28				\$37488.28 ✓	\$0.00
<b>Agency Name : D.A.R.E. PROGRAM</b>									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$50.00				\$50.00 ✓	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2707.44		\$7.97		\$2715.41 ✓	\$135.77
<b>Agency Name : GILA COUNTY TREASURER</b>									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$4.23		\$0.77		\$5.00	\$0.25
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$33.85		\$6.15		\$40.00	\$2.00
		ZVAPB	30% INTERSTATE COMPACT	\$6.00				\$6.00	\$0.30
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$246.80				\$246.80	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$61.48		\$0.17		\$61.65	\$3.08
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1005.00				\$1005.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$316.47				\$316.47	\$15.82

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$5616.06		\$16.65		\$5632.71	\$281.64
		ZFINE	BASE FINES	\$4513.24		\$270.52		\$4783.76	\$239.19
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$756.83		\$7.76		\$764.59	\$38.23
		ZCEF	CLEAN ELECTIONS FUND	\$493.57		\$6.30		\$499.87	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$8.08				\$8.08	\$0.40
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$0.42				\$0.42	\$0.02
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$45.74		\$0.12		\$45.86	\$2.29
		ZJDET	COUNTY JUV DETENTION	\$50.74				\$50.74	\$2.54
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2705.80		\$7.94		\$2713.74	\$135.69
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$3098.31		\$29.62		\$3127.93	\$156.40
		ZDNAS	DNA STATE SURCHARGE	\$232.03		\$1.90		\$233.93	\$11.70
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1140.89		\$17.34		\$1158.23	\$57.91
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$340.72		\$1.01		\$341.73	\$17.09
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$109.18		\$3.38		\$112.56	\$5.63

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1776.89				\$1776.89	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$27.03		\$27.03	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1328.90		\$3.89		\$1332.79	\$66.64
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3019.20		\$8.86		\$3028.06	\$151.40
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$121.42		\$21.00		\$142.42	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$225.50		\$39.00		\$264.50	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$16.40		\$130.00		\$146.40	\$7.32
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$101.16		\$520.00		\$621.16	\$31.06
		ZJS	JUVENILE PROBATION SERV FEES	\$361.50				\$361.50	\$18.08
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$828.33		\$8.19		\$836.52	\$41.83
		ZMISC	MISCELLANEOUS FEES	\$62.79				\$62.79	\$3.14
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$8.00				\$8.00	\$0.40
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$8.92		\$3.08		\$12.00	\$0.60

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1576.43		\$4.60		\$1581.03	\$79.05
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$2428.75				\$2428.75	\$121.44
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$231.12		\$0.66		\$231.78	\$11.59
		ZDCRT	DRUG COURT FEE FUND	\$340.00				\$340.00	\$17.00
		ZDUIA	DUI ABATEMENT FUND	\$20.00				\$20.00	\$1.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$376.71		\$11.65		\$388.36	\$19.42
		ZWITN	EXPERT WITNESS FUND	\$780.00				\$780.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$2072.57		\$20.00		\$2092.57	\$104.63
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$225.44				\$225.44	\$11.27
		ZEXT	EXTRADITION REIMBURSEMENT	\$170.00				\$170.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$56.01				\$56.01	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$427.33				\$427.33	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$345.50		\$4.42		\$349.92	\$17.50
		ZCC	GEN JURIS CONCILIATION COURT	\$2180.37				\$2180.37	\$109.02
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3553.78				\$3553.78	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$592.29				\$592.29	\$0.00

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZOVF	OVERPAYMENT FORFEITED	\$10.89		(\$10.89)		\$0.00	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$725.00				\$725.00	\$36.25
		ZPCOF	PRISON CONSTRUCTION AND	\$1401.04				\$1401.04	\$70.05
		ZPRS6	PROB SURCH 2006	\$0.43				\$0.43	\$0.02
		ZPBA	PROBATION FEE ADULT	\$14540.86		\$507.51		\$15048.37	\$752.42
		ZPUBZ	PUBLIC DEFENDER FEES	\$125.00				\$125.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$2272.43				\$2272.43	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$152.73				\$152.73	\$7.64
		ZTECH	TECHNICAL REGISTRATION FUND	\$30.00				\$30.00	\$1.50
		ZVAF	VICTIMS ASSISTANCE FUND	\$14.00				\$14.00	\$0.70
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$105.00		\$75.00		\$180.00	\$9.00
		ZPRS9	ZPRS9	\$100.00		\$35.00		\$135.00	\$6.75
<b>Agency Name : JUVENILE FAMILY COUNSELING FEE</b>									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	\$50.00		\$50.00		\$100.00 ✓	\$5.00
<b>Agency Name : MISCELLANEOUS - TRUST</b>									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00 ✓	\$0.00

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$65.00		\$10.89		\$75.89 ✓	\$0.00
<b>Agency Name : RESTITUTION</b>									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$7552.70		\$836.69		\$8389.39 ✓	\$0.00
<b>Total:</b>				<b>\$116886.98</b>		<b>\$0.00</b>		<b>\$116886.98</b>	<b>\$2807.67</b>
							<b>Less Shaded Areas:</b>	-51,610.22	
								55,276.76	
							<b>Less Fare:</b>	- 483.34	
								\$64,793.42	

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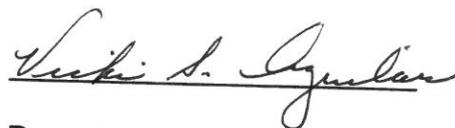
STATE OF ARIZONA     )  
                                  ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of OCTOBER, 2014.

  
ANITA ESCOBEDO  
Clerk of the Superior Court  
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 12<sup>TH</sup> day of November 2014.

  
Deputy

**ARF-2904**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** November 18, 2014

**Submitted For:** Marian Sheppard

**Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

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**Information**

**Subject**

November 18, 2014, Board of Supervisors' Regular Meeting minutes.

**Suggested Motion**

Approval of the November 18, 2014, Board of Supervisors' Regular Meeting minutes.

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**Attachments**

BOS 11-18-14 Meeting Minutes

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**BOARD OF SUPERVISORS MINUTES  
GILA COUNTY, ARIZONA**

Date: November 18, 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, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; 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. Jeff Hessenius led the Pledge of Allegiance and Minister Bart Campbell from the Church of Christ in Globe delivered the invocation.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held November 4, 2014, in Gila County, Arizona and declare the results official.**

Eric Mariscal, Elections Director, (via ITV) read aloud the table of contents contained in the Official Canvass of the November 4, 2014, General Election and he proceeded to provide an overview of each section. Highlights of the presentation are as follows: Precinct Listing - There were no changes in the precinct listing (polling place locations) since the last election. Voter Turnout – Since the last General Election, Gila County fell from first to third in the state of Arizona for voter turnout at 54.84%. Mr. Mariscal next addressed the election results for the Rim Trail Water Improvement District. He referred to the Votes Cast Summary and explained that the voter turnout number of 152.6% is incorrect because some voters received incorrect ballots, so when they were scanned into the voting system, it skewed the numbers.

Vice-Chairman Martin asked Mr. Mariscal to review the Rejection Summary

contained in the Provisional Ballots section. Mr. Mariscal advised that a total of 160 ballots were rejected County-wide. He compared the 2012 General Election results to this General Election and explained that the higher number of rejected ballots is most likely because there were so many more mail-in ballots that were submitted during this election.

Supervisor Marcanti expressed concern that there may be too many polling places in the County. Mr. Mariscal responded that the Elections Department staff is exploring options to consolidate the number of polling places throughout the County. Chairman Pastor advised that he was also concerned with the number of polling places in the County and that the Elections Department may want to develop a strategy to have less polling places by the next General Election. Mr. Mariscal agreed and stated that he and Elections Department staff would act in accordance with the direction of the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board canvassed the election results contained in the Official Canvass of the General Election held on November 4, 2014, in Gila County, Arizona, and unanimously declared the results official.

**B. Information/Discussion/Action to authorize a High Voltage Easement between Gila County and Salt River Project (SRP) whereby the County will grant an easement to SRP for the installation of electrical lines.**

Steve Sanders, Public Works Division Deputy Director, stated that Cobre Valley Regional Medical Center (CVRMC) is seeking to move forward with plans to expand its facility in order to improve services to the residents of the area. This easement is necessary in order for SRP to install electrical lines and for CVRMC to move forward with its expansion. The easement is in a floodplain; however, land utilities are allowable in a floodplain which makes it a good use of the land. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized a High Voltage Easement between Gila County and SRP.

**C. Information/Discussion/Action to accept a Citizens' Petition in order to begin the process to establish Conquest Lane as a Country Dirt Road.**

Mr. Sanders stated that a Citizens' Petition was received for the establishment of Conquest Lane as a Country Dirt Road which would allow the County to provide limited maintenance on the road. He explained that this agenda item is only to accept the Petition, which thereby begins the County's process to establish Conquest Lane as a Country Dirt Road. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted the Citizens' Petition as stated above.

**D. Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management.**

Josh Beck, Health and Emergency Services Division Public Health Preparedness

Manager, explained that the purpose of having this Mutual Aid Compact in place is to facilitate and expedite the process of coming to the aid or requesting aid from cooperating parties in the event of a local, state, or national emergency. Additionally, it is prudent for the County to have this Mutual Aid Compact in place in order to be able to reimburse or be reimbursed for expenditures relating to aiding or being aided by other participating parties. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management.

**E. Information/Discussion/Action to approve Funding Agreement No. 108-15 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant Funds in the amount of \$113,139, for the period of November 18, 2014, to November 15, 2015, in order to rehabilitate two homes.**

Malissa Buzan, Community Services Division Director, advised that this agreement provides grant funds for the rehabilitation of two homes in the County; one in Tonto Basin and one in Hayden. The applications for housing rehabilitation are monitored by the Arizona Department of Housing and all of the criteria must be met with regard to eligibility in order to receive housing rehabilitation services. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Funding Agreement No. 108-15 between Gila County and the Arizona Department of Housing to receive Community Development Block Grant Funds in the amount of \$113,139, for the period of November 18, 2014, to November 15, 2015, in order to rehabilitate two homes.

**F. Information/Discussion/Action to approve an Agreement-Economic Development Grant (Agreement No. 102914-1) between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.**

Don McDaniel, County Manager, stated that this request is from the Gila/Pinal Council for Senior Citizens which provides services to seniors Countywide. The specific entities that would benefit from the funds are the Miami Senior Center, Globe Senior Center, Payson Multi-Purpose Center, Hayden Senior Center and the Catholic Community Services Group, all of which provide in-home meals and case management services to citizens residing within Gila County. The County has partnered with Pinal County for a number of years and has disbursed this amount of \$21,500 to this senior citizens group for the last few years. It is a benefit to the public and it will enhance the economic welfare of the recipients to fulfill this annual funding request. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Agreement No. 102914-1.

**G. Information/Discussion/Action to approve a contract with the Bose Public Affairs Group to provide consulting/lobbying services for Gila County at the federal government level; and further that Option 1 or Option 2 be approved to implement this action.**

Mr. McDaniel stated that should the Board decide to approve contract Option No. 1, the County would continue to pay Bose Public Affairs Group (BPAG) \$6,500 per month/\$78,000 per year and BPAG would provide services to the County within that amount. Should contract Option No. 2 be chosen, the County would offer more of a retainer basis, a fee-for-service type of approach with a not-to-exceed amount of \$50,000 per year which would satisfy the concerns to evaluation the value of the services received for the money spent in this area. As far as staff is concerned, both options are viable and would suit the needs of the County for a lobbyist or consultant with regard to federal representation primarily in Washington, D.C.

Vice-Chairman Martin stated that since June 2006, BPAG has given the County a \$40 “on the ground” return on its investment for every \$1 spent, and that neither the County Supervisors Association nor the National Association of Counties can lobby for either side because their position on current issues is split. She stated that the County receives assistance from BPAG with the “broader picture issues” such as Highway User Revenue Funds and Payment in Lieu of Taxes. It is Vice-Chairman Martin’s opinion that if the Board of Supervisors chooses Option No. 2, it would be a poor business choice.

Supervisor Marcanti is satisfied that BPAG has done good work for the County; however, he was in favor of Option No. 2. If this arrangement proves to have insufficient parameters for the County’s needs, he said that the contract could be reviewed by the Board at any time in the future.

Chairman Pastor stated that BPAG has assisted the County on several occasions regarding relevant issues; however, he indicated that contract Option No. 2 would be in the County’s best interest. He agreed with Supervisor Marcanti that this issue could be revisited by the Board in the future to modify the contract, if needed. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved a contract with the Bose Public Affairs Group to provide consulting/lobbying services for Gila County at the federal government level; and approved contract Option No. 2 to implement this action.

**H. Information/Discussion/Action to adopt Resolution 14-11-01 regarding the 2015 legislative priorities, and authorize the Chairman to sign a letter to legislators.**

Mr. McDaniel stated that this is an annual action of the Board to adopt a resolution establishing legislative priorities in conjunction with the priorities that were established during the County Supervisors Association’s recent legislative summit that was held in Prescott. The Board has the following priorities and implores the

Arizona State Legislature to: 1) prevent additional shifts of state functions and administrative costs to the County level, 2) eliminate County payments to the Arizona State Hospital for sexually violent persons, 3) re-establish payment to the Counties reflecting the County share of state lottery revenues, and 4) fully fund local Highway User Revenue Fund dollars. Staff also recommends approval of sending a letter to each of the legislative representatives of the delegation for Gila County outlining and supporting said priorities. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution 14-11-01 regarding the 2015 legislative priorities, and authorized the Chairman to sign a letter to legislators. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**I. Information/Discussion/Action to adopt Resolution No. 14-11-02, that would allow Gila County the ability to provide reimbursement to the County for preliminary expenditures related to the Copper Administration Building project in an amount up to, but not to exceed \$1,000,000 prior to securing of permanent financing for the project.**

Jeff Hessenius, Finance Division Director, stated that this item is an administrative procedure to allow Gila County the ability to provide reimbursement to the County for expenditures related to the Copper Administration Building project that may be incurred prior to securing permanent financing for the project, which is estimated to take approximately 8 weeks. Chairman Pastor clarified that this project has been renamed and it is the project located behind the Globe Courthouse that will house the Probation, Human Resources, and Finance Departments to which Mr. Hessenius verified that he was correct. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-11-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Chairman Pastor announced that the Board would address agenda items 2-J and 2-K at the end of the meeting as those items may need to be discussed in an executive session. The Board then addressed agenda items 3 through 5 at this time.

**Item 3 – 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. 030614 - Consolidated Administration and Operation of Limited Jurisdiction Courts in order to provide a means for compensation from the Town of Star Valley to Gila County for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court to conduct Town of Star Valley business for the term beginning July 1, 2013, through June 30, 2017.**

**B. Approval of an Intergovernmental Agreement (Agreement No. 090514) with the Town of Payson for pre-annexation to allow each entity to regulate public property within each other's jurisdictional territory commencing on July 1, 2014, and automatically renewing from year to year, unless terminated sooner by either party giving 30 days' prior written notice to terminate.**

**C. Approval of Amendment No. 1 to Contract No. 110812-1 between Gila County and Cemex to extend the contract for 12 months, from September 7, 2014, through September 6, 2015, for the purchase of ABC and chips (FOB plant) in an amount not to exceed \$80,000 that will be used for maintenance and repairs on various roads in the Copper Region of Gila County.**

**D. Approval of Amendment, Item "G" to the Copper Mountain Inn, Inc. Lease Agreement whereby the County, effective November 1, 2014, recognizes the new owner of the property where Gila County leases office space, at 1100 Monroe Street, Globe, Arizona, as Globe Office Building Partners, LLC. The monthly lease payment remains the same at \$13,394.16 per month.**

**E. Approval for the expenditure of funds for ADOT IGA/JPA No. 14-0004031-I, Project Oak Creek Bridge-Ewing Trail across Oak Creek, in the amount of \$239,562 to cover the difference between the estimated costs prior to bid time, and the actual low bid awarded, as well as the increase in the rates used by ADOT for construction engineering and construction contingency.**

**F. Approval to accept a grant award from the San Carlos Apache Tribe in order to receive 12D funds in the amount of \$10,213.93 that will be utilized by the Sheriff's Office and the Drug, Gang, and Violent Crimes Task Force to purchase undercover surveillance equipment and tactical firearms equipment to be spent by June 30, 2015.**

**G. Approval of Amendment No. 12 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Services, to provide funding in the amount of \$344,053 for the service of Case Management and \$162,338 for the service of Community Services, to be used to provide assistance to eligible citizens residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.**

**H. Approval of Amendment No. 6 to (Contract No. DE126000-001) between the Arizona Department of Economic Security and the Gila County Community Services Division, Gila Employment and Special Training, whereby Amendment No. 6 extends the contract period from January 1, 2015, through June 30, 2015.**

**I. Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association**

**of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$2,000 to pursue funding for a Food Safety Task Force.**

**J. Approval of the Health and Emergency Services Division's submission of a grant application to the U.S. Food and Drug Administration and the Association of Food and Drug Officials (AFDO) Year 2 Retail Food Standards Grant Program in the amount of \$17,934.47 to pursue funding for a risk-based study.**

**K. Approval of the appointments of the following individuals as Justices of the Peace Pro Tempore for the Payson Regional Justice Court and the Globe Regional Justice Court: Payson Regional Justice Court - John Perlman; Don Calendar; Ronnie McDaniel; Paul Julien; Rebecca Baeza; and Gary Scales; and Globe Regional Justice Court - Rebecca Baeza; Don Calendar; Paul Larkin; Ronnie McDaniel; and Gary Scales. All terms of office will expire on December 31, 2015.**

**L. Approval to reappoint Bruce Binkley & Bob O'Conner to the Gila County Building Safety Advisory and Appeals Board of Directors for a four-year term, from January 1, 2015, to December 31, 2018.**

**M. Acknowledgment of the September 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**N. Approval of the October 7, 2014, October 21, 2014, and October 28, 2014, Board of Supervisors' Regular meeting minutes.**

**O. Acknowledgment of the Human Resources Reports for the weeks of October 7, 2014, October 14, 2014, October 21, 2014, and October 28, 2014.**

#### **OCTOBER 7, 2014**

##### **DEPARTURES:**

1. Larry Perez – Public Works – Road Maintenance Worker – 10/14/14 – Public Works Fund – DOH 02/16/12

##### **NEW HIRES:**

2. Stacey Bryant – Public Works – Administrative Clerk Specialist – 10/13/14 – Public Works Fund – Replacing Gloria Aguirre

##### **REQUEST TO POST:**

3. Public Works – Road Maintenance Worker – Vacated by Larry Perez

#### **OCTOBER 14, 2014**

##### **DEPARTURES:**

1. Connie Olvera – Health and Emergency Services – Temporary WEX Participant – 09/29/14 - Workforce Investment Act Programs – DOH 09/29/14

2. Marina Cohn – Sheriff's Office – 911 Dispatcher – 09/11/14 – General Fund – DOH 06/16/14

3. Betty Vanta – Health and Emergency Services – Administrative Assistant –

09/30/14 – Various Funds – DOH 04/11/88

NEW HIRES:

4. Keith Charles – Sheriff’s Office – Deputy Sheriff – 10/20/14 – General Fund – Replacing Gabriel Valenzuela

TEMPORARY HIRES TO COUNTY SERVICES:

5. Austin Payne – Constituent Services II – Temporary Laborer – 10/20/14 – General Fund – Replacing Marlyce Miller

6. Beverly Hawkins – Elections – Temporary Administrative Clerk – 10/13/14 – General Fund – Replacing William Rogers

END PROBATIONARY PERIOD:

7. Sharon Listiak – Health and Emergency Services – Home Visitation Coordinator – 07/13/14 – Population Health Policy Initiative Fund

8. Kasandra Charles – Sheriff’s Office – Detention Officer – 10/07/14 – General Fund

9. Debra Blevins – Health and Emergency Services – Accounting Clerk – 08/19/14 – Various Funds

OTHER ACTIONS:

10. Michael Lemon – Health and Emergency Services – Environmental Health Specialist – 06/30/14 – Health Service Fund – Change in fund codes

11. Rahil Abou Saleh – Health and Emergency Services - Environmental Health Specialist – 06/30/14 – Health Service Fund – Change in fund codes

12. Susan O’Connor – School Superintendent’s Office – Administrative Assistant – 10/06/14 – General Fund – Extending probationary period for 3 months

**OCTOBER 21, 2014**

TEMPORARY HIRES TO COUNTY SERVICES:

1. Myrna Valentine – Community Services – Temporary WEX Participant – 10/27/14 – Workforce Investment Act Programs Fund

2. Miranda Davis – Recorder’s Office – Temporary Recorder’s Clerk – 10/21/14 – General Fund

3. Virginia Mounce – Treasurer’s Office – Temporary Treasurer Services Assistant – 10/15/14 – General Fund

END PROBATIONARY PERIOD:

4. Bruce Myers – County Attorney’s Office – Detective – 11/13/14 – General Fund

5. K. Todd Baty – County Attorney’s Office – Detective – 11/19/14 – General Fund

6. Pamela Beerens – Library Districts – Public Services Librarian – 10/28/14 – Library District Grants (.30)/Library Assistance Funds (.70)

REQUEST TO POST:

7. Public Works – Building Maintenance Technician Senior – Vacated by Gary Denton

**OCTOBER 28, 2014**

DEPARTURES:

1. Kirby King – Assessor’s Office – Property Appraiser 2 – 10/23/14 – General Fund – DOH 07/17/14

END PROBATIONARY PERIOD:

2. Shealene Stidham – Recorder’s Office – Recorder’s Clerk – 11/05/14 – General Fund

DEPARTMENTAL TRANSFERS:

3. Joshua Beck – Health and Emergency Services – From PHEP Manager – To EM/PHEP Manager – 11/03/14 – Bio Terrorism (.60)/General (.40) Funds

OTHER ACTIONS:

4. Bryan Chambers – County Attorney’s Office – Civil Bureau Chief – 06/30/14 – General Fund – Classification and Compensation Study Grade and Salary Update

REQUEST TO POST:

5. Assessor’s Office – Property Appraiser 2 – Vacated by Kirby King

**P. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of October 13, 2014, to October 17, 2014; October 20, 2014 to October 24, 2014; and October 27, 2014 to October 31, 2014.**

**Q. Approval of finance reports/demands/transfers for the weeks of November 4, 2014, November 11, 2014, and November 18, 2014.**

**November 04, 2014**

\$301,389.84 was disbursed for County expenses by check numbers 265830 through 265978.

**November 11, 2014**

\$2,069,916.97 was disbursed for County expenses by check numbers 265979 through 266169.

**November 18, 2014**

\$365,806.38 was disbursed for County expenses by check numbers 266170 through 266263. **(An itemized list of disbursements is permanently on file in the Board of Supervisors’ Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Consent Agenda action items 3-A through 3-Q.

**Item 4 – 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.**

Jim Stevens of the Deer Creek Village Homeowners' Association Subdivision in Payson, Arizona expressed concerns regarding: 1) pavement repairs that need to be completed resulting from water lines and electrical lines being excavated, 2) an overgrown easement, and 3) unlicensed vehicles parked in his neighborhood. Chairman Pastor advised Mr. Stevens to call his office later that afternoon for further discussion.

Jon Cornell, KQSS radio station reporter, provided photographs he took of a plane spraying what he believes to be chemicals to combat global warming into Gila County air space which dissipates into the ground. He requested that the County present this information to the Environmental Protection Agency. Chairman Pastor advised that he would have a discussion with management staff regarding this concern.

**Item 5 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager 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.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously voted to go into executive session to address agenda items 2-J and 2-K at 11:11 a.m.

Chairman Pastor reconvened the meeting at 12:13 p.m.

**J. Move to go into executive session pursuant to A.R.S. § 38-431.03(A) (3) and 38-431.03(A) (4) in order to receive legal advice from its attorney regarding Gila County Cause Number CV2014-0210 (Shawn Osborn v. Gila County, et. al.) and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously advised the County Attorney's Office to proceed as directed in the executive session.

**K. Move to go into executive session pursuant to A.R.S. § 38-431.03(A) (3) and 38-431.03(A) (4) in order to receive legal advice from its attorney regarding a Notice of Claim from Carson Construction regarding the Pine Creek Canyon Road Construction Project and to discuss or consult with the attorney of the public body in order to consider its position and instruct its attorney regarding the public body's position in order to avoid or resolve litigation. Then, after**

**executive session has concluded move to direct the County Attorney's Office to proceed as directed in executive session.**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously continued this agenda item to the Board of Supervisors' December 2, 2014, regular meeting.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:15 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2573**

**4. I.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** 11/04/14, 11/11/14, 11/18/14, and 11/25/14

**Submitted For:** Shelley McPherson

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.,  
Human Resources

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**Information**

**Subject**

Human Resources reports for the weeks of November 4, 2014, November 11, 2014, November 18, 2014, and November 25, 2014.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of November 4, 2014, November 11, 2014, November 18, 2014, and November 25, 2014.

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**Attachments**

HR Summary Report

11/04/14 Human Resources Report

11/11/14 Human Resources Report

11/18/14 Human Resources Report

11/25/14 Human Resources Report

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Summary	Year To												
	Date	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
<b>Human Resources Action Items</b>													
DEPARTURES	<b>137</b>	10	8	12	16	9	10	19	12	23	5	13	
NEW HIRES REGULAR STATUS	<b>75</b>	4	5	6	13	8	4	12	5	11	2	5	
NEW HIRES TEMPORARY STATUS	<b>27</b>	6	0	2	0	2	2	7	0	2	5	1	
NEW VOLUNTEERS	<b>0</b>	0	0	0	0	0	0	0	0	0	0	0	
DEPARTMENTAL TRANSFERS	<b>47</b>	5	6	3	3	12	2	0	6	3	1	6	
END PROBATIONARY PERIOD	<b>89</b>	14	10	5	9	10	5	9	4	11	7	5	
OTHER ACTIONS	<b>56</b>	5	1	2	3	8	6	12	2	10	4	3	
REQUEST TO POST	<b>84</b>	9	4	4	13	7	8	11	5	11	3	9	
<b>Total Transactions</b>	<b>515</b>	<b>53</b>	<b>34</b>	<b>34</b>	<b>57</b>	<b>56</b>	<b>37</b>	<b>70</b>	<b>34</b>	<b>71</b>	<b>27</b>	<b>42</b>	<b>0</b>

**HUMAN RESOURCES ACTION ITEMS  
NOVEMBER 4, 2014**

**DEPARTURES:**

1. Meagan Hart – Recorder’s Office – Recorder’s Clerk – 11/07/14 – General Fund – DOH 08/18/14
2. Debra Williams – Health and Emergency Services – Emergency Services Manager – 10/31/14 – General Fund – DOH 10/21/96

**DEPARTMENTAL TRANSFERS:**

3. Clarissa Mata – Assessor’s Office – From CAMA Program Administrator – To Chief Appraiser – 11/10/14 – General Fund – Replacing Larry Huffer
4. Amy Farley – From Health and Emergency Services – To Probation – From Medical Case Manager – To Deputy Probation Officer 1 – 11/10/14 – From HIV Consortium Fund – To Juvenile Standards Probation Fund – Replacing Alberta Lancieri

**OTHER ACTIONS:**

5. Alberta Lancieri – Probation – Deputy Probation Officer 2 – 11/10/14 – From Juvenile Intensive Probation Supervisor(.50)/Juvenile Standards Probation(.50) Funds – to Juvenile Standards Probation Fund – Change in fund codes

**REQUEST TO POST:**

6. Assessor’s Office – Property Appraiser 1 – Vacated by Susan Aliprandini
7. Recorder’s Office – Recorder’s Clerk – Vacated by Meagan Hart
8. Assessor’s Office – CAMA Program Administrator – Vacated by Clarissa Mata

**HUMAN RESOURCES ACTION ITEMS**  
**NOVEMBER 11, 2014**

**DEPARTURES:**

1. Mark Joerns – Probation – Deputy Probation Officer 2 – 10/31/14 – State Aid Enhancement Fund – DOH 06/08/98
2. Roberta Johnson – Health and Emergency Services – Public Health Nurse – 11/07/14 – Health Service Fund – DOH 07/15/13
3. Stephanie Gibson – Health and Emergency Services – Part-Time Breastfeeding Counselor – 09/01/14 – WIC Fund – DOH 05/21/12

**NEW HIRES:**

4. Jacqueline Tobin – Health and Emergency Services – Part-Time Breastfeeding Counselor – 11/17/14 – WIC Fund – Replacing Stephanie Gibson
5. Theresa Schauer – Recorder's Office – Recorder's Clerk – 11/10/14 – General Fund – Replacing Frederick Hornung

**DEPARTMENTAL TRANSFERS:**

6. Susan Aliprandini – From Assessor's Office – To School Superintendent's Office – From Property Appraiser 1 – To Accounting Clerk – 11/17/14 – General Fund – Replacing Michelle Stemm

**REQUEST TO POST:**

7. Superior Court – Administrative Clerk Senior – Vacated by Patricia Keyworth

**HUMAN RESOURCES ACTION ITEMS**  
**NOVEMBER 18, 2014**

**OTHER ACTIONS:**

1. Lisa Dzera – Sheriff’s Office – From Administrative Clerk (Temporary Assignment) – To Administrative Clerk – 11/24/14 – General Fund – End of temporary assignment

**REQUEST TO POST:**

2. Sheriff’s Office – Temporary Accounting Clerk Specialist – Vacated by Ashlie Enfield-Goss (on temporary assignment)

**HUMAN RESOURCES ACTION ITEMS**  
**NOVEMBER 25, 2014**

**DEPARTURES:**

1. Kenneth Warden – Sheriff’s Office – Detention Officer – 12/01/14 – General Fund – DOH 10/26/09
2. George Scott – Sheriff’s Office – Deputy Sheriff Sgt. – 11/28/14 – General Fund – DOH 09/10/90
3. Susan O’Connor – School Superintendent’s Office – Administrative Assistant – 11/14/14 – General Fund – DOH 05/27/14
4. Lauren Savaglio – Health and Emergency Services – Environmental Health Manager – 12/01/14 – Tobacco Free Environment (.78)/Health Service(.22) Funds – DOH 08/20/12
5. Brenda Van Haren – County Attorney’s Office – Victim Witness Advocate – 11/14/14 – Crime Victim Assistance Program(.50)/General(.50) Funds – DOH 03/08/07
6. Andrew Hanna – County Attorney’s Office - Paralegal – 12/01/14 – Diversion Program CA Fund – DOH 06/10/13
7. Sarayl Shunkamolah – Board of Supervisors – Management Associate – 12/09/14 – General Fund – DOH 12/09/13
8. John Park – Probation – Deputy Probation Officer 2 – 11/17/14 – Diversion Intake Fund – DOH 08/19/13

**NEW HIRES:**

9. James Cross – Sheriff’s Office – Deputy Sheriff – 12/08/14 – General Fund – Replaces Layne Johnson
10. Kassandra Seaver – Recorder’s Office – Recorder’s Clerk – 12/15/14 – General Fund – Replaces Melanie Boyer
11. Caryn Garcia – Recorder’s Office – Recorder’s Clerk – 12/01/14 – General Fund – Replaces Meagan Hart

**TEMPORARY HIRES TO COUNTY SERVICES:**

12. Steve Burk – Globe Regional Justice Court – Judge Pro Tempore – 11/12/14 – General Fund

**END PROBATIONARY PERIOD:**

13. Brian Rogers – Public Works – Building Maintenance Technician – 12/02/14 – Facilities Management Fund
14. John McCrory – Public Works – Flood Control Technician – 12/02/14 - General Fund
15. Joel McDaniel – Public Works – Road Maintenance and Equipment Operator Senior – 11/26/14 – Public Works Fund
16. Cameron Cates – Sheriff’s Office – 911 Dispatcher – 10/14/14 – General Fund
17. Allison Torres – Community Services – Social Services Case Manager – 12/02/14 – CAP Fund

**DEPARTMENTAL TRANSFERS:**

18. Alex Cunningham – Public Works – From Building Maintenance Technician – To Building Maintenance Technician Senior – 12/01/14 – Facilities Management Fund – Replaces Gary Denton
19. Jay Boyer – Probation – From Probation Manager – To Juvenile Detention Facility Manager – 01/05/15 – From Diversion Intake Fund – To General Fund – Replaces Kathy Coker
20. David Jones – Probation – From Probation Manager – To Deputy Probation Officer 2 – 12/01/14 – From Adult Intensive Probation Supervision (.50)/State Aid Enhancement(.50) Funds – Replaces Mark Joerns

**HUMAN RESOURCES ACTION ITEMS**

**NOVEMBER 25, 2014**

**PAGE 2 OF 2**

**OTHER ACTIONS:**

21. Ronald Hanse – Sheriff’s Office – From Deputy Sheriff Detective (Temporary Assignment) – To Deputy Sheriff – 12/01/14 – General Fund – End of temporary assignment

**REQUEST TO POST:**

22. Health and Emergency Services – Medical Case Manager – Vacated by Amy Farley
23. Health and Emergency Services – Environmental Health Manager – Vacated by Lauren Savaglio
24. County Attorney’s Office – Victim Witness Advocate – Vacated by Brenda Van Haren
25. County Attorney’s Office – Deputy Attorney – Vacated by Marc Stanley

**ARF-2885**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 12/02/2014

**Reporting Period:** November 7, 2014; and November 14, 2014

**Submitted For:**

Jeffrey  
Hessenius,  
Finance  
Director

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 11-7-14; and 11-14-14.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 3, 2014, to November 7, 2014; and November 10, 2014 to November 14, 2014.

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**Attachments**

Report for County Manager Approved Contracts Under \$50000 for Weeks Ending 11-7-14 and 11-14-14

Amendment No. 1 to Professional Services Contract No. 042614-4 with Ronald DeBrigida

Service Agreement No. 110314-1 with Mountain Retreat Builders

Service Agreement No. 102914 with Mountain Retreat Builders

Service Agreement No. 110314 with Mountain Retreat Builders

Amendment No. 1 to Service Agreement No. 081414 with Superior Cleaning Equipment

Service Agreement No. 100914-1 with Ponderosa Medical Waste Services

Service Agreement No. 100914-2 with Wrangler Plumbing

Service Agreement No. 102814 with Speedie and Associates

Technical Support Agreement with Federal Engineering Inc.

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**November 3, 2014 to November 7, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
042614-4 Ronald DeBrigida	Amendment No. 1 to Professional Services Contract No. 042614-4 Legal Services	N/A	7-1-14 to 6-30-15	10-14-14	Expires	Contractor provides legal services to the Gila County Superior Court. Amendment No. 1 has been issued to clarify the billing and payment language contained in the executed contract. Per BOS-FIN-002, if neither the scope or amount of the originally Board approved contract has been changed, the County Manager has the authority to execute an amendment to the contract.
110314-1 Mountain Retreat Builders	Service Agreement No. 110314-1 Weatherization Project No. HH#7298	\$11,850.00	11-5-14 to 6-30-15	11-5-14	Expires	Contractor shall perform the following scope of work: replace the refrigerator, install heat pump, repair built up roof, repair drywall and seal windows.
102914 Mountain Retreat Builders	Service Agreement No. 102914 Weatherization Project No. HH#6799	\$11,550.55	11-5-14 to 6-30-15	11-5-14	Expires	Contractor shall perform the following scope of work: replace the stove and refrigerator, install a cooling system, install a furnace and water heater, install blown fiberglass in the attic and install an ASHRAE exhaust fan.
110314 Mountain Retreat Builders	Service Agreement No. 110314 Weatherization Project No. HH#4984	\$2,900.00	11-5-14 to 6-30-15	11-5-14	Expires	Contractor shall perform the following scope of work: blow fiberglass into the attic, install air flow relief vents and service the heating and cooling system.
081414 Superior Cleaning Equipment, Inc.	Amendment No. 1 to Service Agreement No. 081414 Pressure Washer Repair	\$500.00	7-1-14 to 6-30-15	11-5-14	Expires	Contractor will install a new pump in the landfill pressure washer. Initially the quote was for \$1,800.00 to install the new pressure pump. Once the installation of the pressure pump was underway, the Contractor determined the fuel pump also needed to be replaced. Staff was able to get the Contractor to waive a \$250.00 travel fee he was planning on charging to come back to install the fuel pump. The additional cost for the fuel pump is not to exceed \$500.00 for a new total contract amount of \$2,300.00.

**November 3, 2014 to November 7, 2014**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
100914-1 Ponderosa Medical Waste Services	Service Agreement No. 100914-1 Medical Waste Disposal Gila County Injury Prevention	\$900.00	11-3-14 to 11-2-15	11-5-14	Option to renew for 2 additional 1 year periods	Contractor will pick up and properly dispose of all medical waste for the Payson Health Department.
100914-2 Charlie Hall's Wrangler Plumbing	Service Agreement No. 100914-2 Water Heater Replacement Payson Sheriff's Office Jail	\$4,516.65	11-6-14 to 2-6-15	11-6-14	Expires	Contractor will replace leaking 100 gallon hot water heater in the Payson Sheriff's Office Jail.

**November 10, 2014 to November 14, 2014**

<b>Number / Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
102814 Speedie & Associates	Service Agreement No. 102814 Quality Control-Construction Testing Services	Up to \$670.00	11-12-14 to 11-11- 15	11-12-14	Expires	Compaction testing needs to be performed on the fill material for the building site of the Copper Administration Building.
City of Mesa Contract No. 2014216 Federal Engineering, Inc.	City of Mesa Contract No. 2014216 Public Safety Communications Technical Support	\$4,483.50	11-14-14 to completion of deliverables as identified in the Scope of Work	11-12-14	Expires	Radio study pertaining the connectivity of the Sheriff's office 911 radio system between Globe and Payson.



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042614-4**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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**PROFESSIONAL SERVICES CONTRACT 042614-4  
LEGAL SERVICES**

**RONALD DEBRIGIDA**

Effective June 24, 2014, Gila County and Ronald DeBrigida entered into a contract whereby Ronald DeBrigida agreed to provide Legal Services to the Superior Court in Gila County.

**Amendment No. 1** to Professional **Services Contract No. 042614-4** will serve to clarify the payment terms as identified in Section III-Compensation, Costs and Billing Procedures; Item A-Compensation, "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Amendment No. 1 will replace the sentence "Said monthly amount may be paid bi-weekly by invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge" **with** "Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge".

Additionally, **Amendment No. 1 to Professional Services Contract No. 042614-4** will serve to replace the language in C-1 Submission and Payment, from "The Attorney should submit a monthly invoice for each month's services" **with** "The Attorney may submit an invoice bi-weekly for each month's services", and will delete Item C2-Due Date for Invoices, in its entirety, from Section III-Compensation, Costs and Billing Procedures.

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 3rd day of November, 2014.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/5/14

**RONALD DEBRIGIDA**

  
\_\_\_\_\_  
Signature

Ronald M. DeBrigida, Jr.  
\_\_\_\_\_  
Print Name

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 110314-1**  
**WEATHERIZATION PROJECT HH#7298**  
**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 05<sup>TH</sup> day of NOVEMBER, **2014**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110314-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110314-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 110314-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on November 5, 2014 and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$11,850.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 110314-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

Date: 11/5/14



RESPEC Contractor Bid Case# HH#7298

Interior

Mobile Home

Single Family

House

General Requirements

1	0000000000	0 NA	0	\$
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Permits and Fees

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. Base this pricing only on permits you are obtaining. If no permits are needed this item is -0-.

2	0000000001	0 NA	0	\$
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Alternates and Suggestions

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3	0000000002	0 ea	0	\$
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performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.  
All work to be done in a quality and Professional manner.  
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

Appliances

4	0330010010	0	0	\$ 800
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Refrigerator

Replace the old refrigerator with a new 18 cubic ft. energy star model

NOTE: Per program requirements all appliances must be turned into housing services personal. No exceptions unless otherwise approved by housing specialist, or program supervisor.

5	0120040004	0 ea	0	\$ 6200
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Install Heat Pump 3 Ton System

Install new Electric air handler and Heat pump 8.1 HSPF, per manufactures instructions, include 14 Seer heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical breakers installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

- 1) size the new furnace/heat pump to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. NOTE: Unit size may round up to nearest 1/2 ton, but must not be undersized.
- 2) electrical supply must be a dedicated circuit.
- 3) unit must have a minimum 30 inch front clearance, when installed.
- 4) check the temp. rise and match to the unit ( PMI )

All furnace work must meet or exceed NFPA #54, as well as any other local codes  
Install the ductwork for best possible efficiency. Use a reduced plenum system if possible.  
size all ducts for best performance ( PMI )  
1) all joints in return air and supply ducts must be sealed

RESPEC Contractor Bld Case# HH#7298

- 2) install a filter chamber with a cover
- 3) filter to be of common, readily available size

Note: All Units installed will be tested and must meet all SWS Requirments.

**Weatherzation** \$ ~~2250.00~~

6 0070010009 0 SF 0

**Repair Built Up Roof**  
Cut out all bubbles, wrinkles, and leaking areas around evap cooler jacks which need to be removed and patch with 3 ply process.

7 0060130111 0 0 \$ 500

**Envelope Sealing**  
Patch all holes in the AIR BARRIER of the home needed to meet SWS REQUIREMENTS of DOE.

8 006010 0 0 \$ 500

**Seal Windows**  
Seal all windows inside and out. Use caulking around all frames also replace broken or missing glass as needed.

9 0090010002 0 SF 0 \$ 500

**Repair Drywall**  
Cut out affected area square, install new material flush with existing surface, tape all joints and finish with one top coat over tape. make sure that any other repairs needed in furnace cabinets or water heater cabinets around flues are sealed according to code and SWS Requirements.

10 0180170017 0 0 \$ 500

**Exhaust fan repair.**  
Install a ASHREA fan per ventaqlations calculator which meets new ventilation code, and SWS Requirements.

11 0180140141 0 0 \$ 500

**Seal vents**  
Seal all the supply and return air vents with mastic as specified in SWS Requirements.

12 0060010006 0 S.F. 0 \$

**Blown Fiberglass. Open Attic - ( R38 )**  
Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

Note: All insulation work must meet SWS set by DOE and have less than 5% gaps voids and or miss alinement.

Total for: House \$ 11850.00  
Total for: Interior \$  
Job Total Cost: \$

**Tommie C. Martin, District I**  
610 E. Highway 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743  
Fax: (928)425-7056

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 102914**  
**WEATHERIZATION PROJECT HH#6799**

**THIS AGREEMENT**, made and entered into this 05<sup>th</sup> day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#6799, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 102914, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 102914, by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
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- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**, or emailed to Jeannie Sgroi at [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** Contract shall be effective date signed by the County Manager and expires June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$11,550.55 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

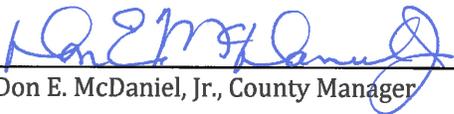
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of Service Agreement No. 102914, 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 5 day of NOVEMBER, 2014.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name



### GILA COUNTY COMMUNITY SERVICES DIVISION

Location: 5515 South Apache Ave., Globe, AZ 85501

PHONE: (928) 425-7631 FAX: (928) 425-9468

"Improving the Quality of Life for all Residents"

Gila County Community Action/Housing Services  
Weatherization Program

### BID RESULTS FORM

Quote Request Date: October 13/2014 Job Number: #6799

Name: \_\_\_\_\_

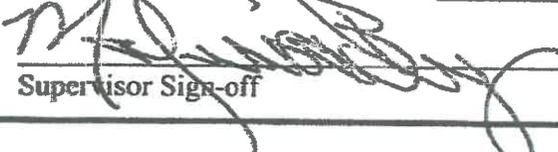
Address: Globe Az. 85501 \_\_\_\_\_

The following bids were received at the Gila County Housing Services Department, 5515 S. Apache Ave Suite 200, Globe, AZ 85501; at 09:00 am pm. The bidding should be at least 72 hours from the time of the initial request.

NAME OF BIDDER:	VERBAL CONTACT	BID AMOUNT:
<u>Rodriguez Construction</u>		\$ <u>13,000.<sup>00</sup></u>
<u>Mountain Retreat builders</u>		\$ <u>11,550.<sup>55</sup></u>
_____		\$ _____

Gabriel Eylicio \_\_\_\_\_  
Housing Rehab Specialist

Bidder Selected: Mountain Retreat

  
Supervisor Sign-off

Witness: J. O. [Signature] 10-13-14  
Date: 10/13/14

Housing Rehabilitation	Community Action	Section 8 Housing	GEST
Workforce Investment Act	REPAC	Weatherization Program	



HH # 6799

**CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC****STATEMENT AS FOLLOWS:****URRD**

2000.171_____	URRD14_93 06_01	\$_____	URRD Other (can use for anything)
2000.171_4320.81	URRD14_93 06_02	\$ 2,000.00_____	URRD VOUCHERS/INVOICES

**PGCSC**

2000.171_4320.81	PGC14_93 11_02	\$_____	Minor repair – Srs./Cooler Program
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**DOE/WAP**

2000.171_____	DOE14_93 01_01	\$_____	DOE/WAP Admin
2000.171_4340.61	DOE14_93 01_02	\$_____	DOE/WAP Training
2000.171_____	DOE14_93 01_03	\$_____	DOE/WAP Program Operations
2000.171_____	DOE14_93 01_04	\$_____	DOE/WAP Health & Safety

**LIHEAP/WAP**

2000.171_____	LHP14_93 02_01	\$_____	LIHEAP/WAP Admin
2000.171_____	LHP14_93 02_03	\$ 3,550.55_____	LIHEAP/WAP Program Operations

**SWG/WAP**

2000.171_____	SWG14_93 03_01	\$_____	SWG Admin
2000.171_4320.85	SWG14_93 03_03	\$_____	SWG/WAP Program Operations
2000.171_4320.84	SWG14_93 03_03	\$_____	SWG/WAP Health & Safety

**APS/WAP**

2000.171_____	APS14_03 04_01	\$_____	APS Admin
2000.171_4320.84	APS14_03 04_03	\$ 6,000.00_____	APS Vouchers

**HOME #309-13**

2000.171_4240.10	OOHR13_04 1_03	\$_____	HOME Travel
2000.171_4100.10	OOHR13_04 1_05	\$_____	HOME Advertising
2000.171_4320.72	OOHR13_04 2_01	\$_____	HOME Project 1 / Police
2000.171_4320.72	OOHR13_04 2_02	\$_____	HOME Project 2 / Trujillo
2000.171_4320.72	OOHR13_04 2_03	\$_____	HOME Project 3 / Smith

**Gila County Housing Services**

5515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631



**RESPEC  
Work Write-up**

Case Number: 6799

BID TOTAL \$:

13,000.

**Property Information:**

Jurisdiction: Gila County  
Target Area: Ice House Canyon  
Census: 1  
Owner:

Globe AZ 85501

Phone:  
Mobile:

**BID OPENING DATE**

**CONTRACTOR INFORMATION**

Name:

Robinson Const.

Address:

Voice:

Fax:

email:

**Single Family Dwelling**

Unit Info:

Single Family

Owner

WORK PHONE:

**Gila County Housing Services**

5515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631



**RESPEC  
Work Write-up**

Case Number: 6799

BID TOTAL \$:

11,550 <sup>5.5</sup>

**Property Information:**

Jurisdiction: Gila County  
Target Area: Ice House Canyon  
Census: 1  
Owner:

**BID OPENING DATE**

**CONTRACTOR INFORMATION**

Name: M. Reinhart Bullock  
Address: 745 East Sentinel Dr.  
Globe AZ  
85501

Voice: \_\_\_\_\_  
Fax: 928-606-4674  
email: \_\_\_\_\_

Mobile:

**Single Family Dwelling**

Unit Info:

Single Family

Owner

RESPEC Contractor Bid Case# 6799

Page# 2 of 4

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**Interior | Single Family Dwelling | Single Family | House****General Requirments**

1	000000000	0 NA	0	\$	
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**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2	000000001	0 NA	0	\$	
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**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3	000000002	0 ea	0	\$	
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**Performance**

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

**Appliances**

4	0330010010	0	4 Energy conservation	\$	700
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**Stove**

Replace the old stove with a new, electric model. Gas lines must be capped. Electrical upgrade to 220.

5	0330010010	0	4 Energy conservation	\$	800.55
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**Refridgerator**

Replace old inefficient refridgerator with new 18 cubic ft Energy Star rated electric refridgerator.

**Cooling system**

6	0120050002	0	0	\$	6700
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**Install a 2 Ton A/C unit to repiace evap cooler**

Remove existing evap cooler.

Install new A/C system to the existing ducts, per manufactures instructions. Include 14 Seer Condenser (single phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.

2) electrical supply must be a dedicated circuit.

Repair the existing ductwork for best possible efficiency,

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber cover if none currently present

Note: All attic installations requires the addition of a properly drained overflow pan.

**Heating**

7	0120010001	0	4 Energy conservation	\$ <u>2,800</u>
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**Install/Replace Furnace**

Remove old furnace and replace with new electric furnace as specified to code. **NEATLY** tie into existing duct work. Install new t-stat and flue liner.\*\*\*\*(Flue liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90%+ AFUE / 64k, **ENERGY STAR** rated furnace and digital thermostat as specified including any needed ductwork, thermostat, registers, and main disconnect to code. Also, a condensate pump install required.

- 1) Size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.
- 2) Install and vent the unit per manufacturer's instructions (PMI)
- 3) Electrical supply must be a dedicated circuit with a switch at the unit.
- 4) Unit must have a minimum 30 inch front clearance, when installed.
- 5) Check the temp. rise and match to the unit ( PMI )  
inspect the duct work and seal any joints or other leaks in supply or return ducts.  
be sure the filter box has a cover ( install one if none present )
- 6) ALL provisions of this item must be met to warrant payment.

**Note:** All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

\*\* Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such.

**Water Heater**

8	0250010010	0	4 Energy conservation	\$ <u>1,800</u>
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**Install/Replace Water Heater**

Replace gas water heater with 30 gallon .93EF electric water heater. Cap gas line. Upgrade to 220

**Insulation**

9	0060010006	0	5 Improvement	\$ <u>4,100</u>
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**Blown Fiberglass, Open Attic - R38**

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

**Weatherization**

10	0010010039	0	4 Energy conservation	\$ <u>0</u>
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**Install doors to create utility closet**

Frame in area housing the furnace and water heater to create closet. Frame for 3/4 inch deco plywood. Install 3/4 inch plywood doors w/ handles and weather stripping (custom built for frame and casing). Test for 35% infiltration reduction.

11	0120020002	0	4 Energy conservation	\$ <u>1,300.00</u>
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**Reduce duct leakage in return**

Seal return leakage under furnace. Install foam barrier and seal off attic from framing. Test to ensure

RESPEC Contractor Bid Case# 6799

Page# 4 of 4  
Printed on: 11/3/2014 8:54:01 AM

minimum of 17% reduction in infiltration (after utility closet reduction).

12      0330020010      0      3 Health or Safety Issue      \$ 450

**Install ASHRAE exhaust fan**

Install an ASHRAE ventilating exhaust fan in the bathroom. Sized correctly to c.f.m. requirements.

Total for: House      \$ \_\_\_\_\_

Total for: interior      \$ \_\_\_\_\_

Job Total Cost: \$ \_\_\_\_\_

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 110314**  
**WEATHERIZATION PROJECT HH#4984**  
**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 05<sup>TH</sup> day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110314** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110314** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 110314**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on November 5, 2014 and remains in effect through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,900.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

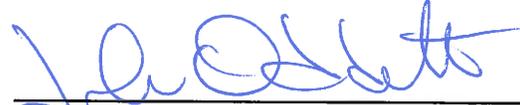
**IN WITNESS WHEREOF**, Service Agreement No. 110314 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**MOUNTAIN RETREAT BUILDERS LLC**

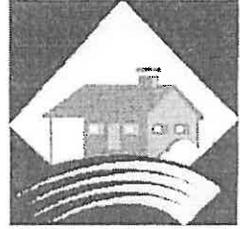
  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/5/14

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

Gila County Housing Services

5515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631



**RESPEC  
Work Write-up**

Case Number: HH4984

BID TOTAL \$:

2900<sup>00</sup>

Property Information:

BID OPENING DATE

CONTRACTOR INFORMATION

Name:

MRS LLC

Address:

700 N. 33rd St.

Owner:

Voice:

Fax:

email:

[Handwritten contact information]

**Main Structure**

Unit Info:

Owner

[Handwritten signature]

162

**Interior | Main Structure | Single Family | House**

**General Requirements**

1      0000000000      0 NA      0      \$ \_\_\_\_\_

**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2      0000000002      0 ea      0      \$ \_\_\_\_\_

**Performance**

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every

3      0000000003      0 1      0      \$ \_\_\_\_\_

**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

**Attic**

4      0060010006      0 S.F.      0      \$ 1000

**Blown Fiberglass, Open Attic - R-38**

Coverage should be as level as possible, and to the depth of material that corresponds with R-38. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

**General**

5      0060040005      0 NO      0      \$ 250

**Install Air Flow Relief Vents**

Cut out 6" x 14" space above Bdrm #1 door and install vent to relieve pressure in room. Cut out 6" x 10" space above Bdrm #2 door and install vent to relieve pressure in room. Cut out 4" x 10" space above Bdrm #3 door and install vent to relieve pressure in room.

6      0330010010      0      0      \$ 100

**Replace thermostat with new automatic thermostat.**

Replace old thermostat with new thermostat that is self sufficient. Not a manual thermostat.

**Stove**

7      0330010010      0      0      \$ 100

**Service Existing Stove**

Clean & service existing stove. Reduce CO2 by atleast 60 ppm (to bring below 99ppm safety threshold).

**Weatherzation**

RESPEC Contractor Bid

Case# HH4984

Page# 3 of 3

Printed on: 10/29/2014 7:50:03 AM

8      006009      0      0      \$ 300

**Patch Holes Behind Kitchen Sink Plumbing**

Patch all holes in sheet rock, floor, and walls behind kitchen sink and lower cabinets to reduce

9      0330020010      0      0      \$ 500

**Install ASHRAE exhaust fan**

Install an ASHRAE exhaust fan in the bathroom (minimum of 40cfm). Sized correctly to c.f.m.

**Mechanical**

10      0180120120      0      0      \$ 650

**Service system**

Do a complete cleaning & service on the heating and cooling system.

Total for: House \$ \_\_\_\_\_

Total for: Interior \$ \_\_\_\_\_

Job Total Cost: \$ 2500



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 081414**

*The following amendments are hereby incorporated into the agreement for the below project*

**PRESSURE WASHER REPAIR**

**RECYCLING & LANDFILL**

**Effective** August 20, 2014, Gila County and Superior Cleaning Equipment, Inc. entered into a contract whereby Superior Cleaning Equipment, Inc. agreed to provide the service and repair of the pressure washer located at the Landfill.

**Service Agreement No. 081414** was issued for an amount of \$1,800.00 to be based on actual hours worked and the cost of a pressure pump. **Amendment No 1 to Service Agreement 081414** is being issued to request an addition to the contract scope to install a new fuel pump.

**Amendment No. 1 to Service Agreement No. 081414** will serve to increase the contract amount by an amount of Five Hundred dollars and no/100's (\$500.00), to be based on actual hours worked and the cost of a fuel pump, to install a fuel pump.

Additionally, Amendment No. 1 will serve to change the title of Service Agreement No. 081414 to remove the word "Service". With the execution of Amendment No. 1 to Service Agreement No. 081414, the title now becomes "Pressure Washer Repair".

Consequently, the contract is amended to increase the contract amount by \$500 for a new total contract amount of Two Thousand Three Hundred dollars and no/100's (\$2,300.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the July 1, 2014 to June 30, 2015 renewal period.

**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 05th day of NOVEMBER, 2014.

**GILA COUNTY**

**SUPERIOR CLEANING EQUIPMENT, INC.**

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 11/5/14

Lou Ann Rickett  
Print Name

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 100914-1**

**MEDICAL WASTE DISPOSAL**

**GILA COUNTY INJURY PREVENTION**

**THIS AGREEMENT**, made and entered into this 05TH day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Ponderosa Medical Waste Services, of the City of Flagstaff, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Health Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100914-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100914-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100914-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

**2. Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

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**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** The Contract shall commence on November 3, 2014 and continue in full force and effect up through and including November 2, 2015, unless terminated canceled or extended as otherwise provided herein. The contractor agrees that Gila County shall have the right, at its sole option, to renew the 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.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$900.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

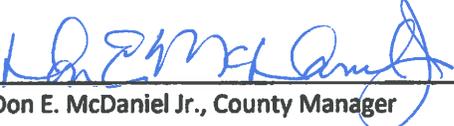
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

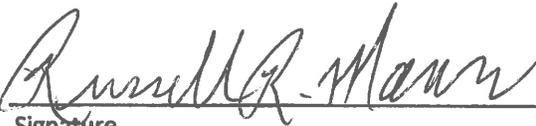
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 100914-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**PONDEROSA MEDICAL WASTE**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 11/5/14

Russell R. Mann  
Print Name

# MEDICAL WASTE DISPOSAL FEES

(COMPARE TO MAIL-BACK PROGRAM FEES.)

## MEDICAL SHARPS

\$20.00 per Gallon

"RED BAG" LOOSE WASTE:

\*5 Gallon Bucket \$20.00

\*33 Gallon Barrel \$75.00

Fees include pickup from home, office or clinic.

\$20.00 minimum charge

\*LOANER CONTAINERS AVAILABLE W/RED BAGS

**SHOW THIS MAGNETIC BUSINESS CARD TO TRANSPORTER AT TIME OF PICKUP AND RECEIVE 10% OFF DISPOSAL FEES!**

*Medical Waste Services by appointment only on a monthly basis. Medical Waste Generators are responsible for the proper packaging of medical waste according to A.A.C. R18.13.1406-1407. No contract required. Fees billed by invoice for commercial accounts. Medical waste is disposed of at an ADEQ licensed medical waste disposal facility.*

**(928) 774-5669**

*Southwestern 1519 W. Main St., Flagstaff, Az.*

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

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**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 100914-2**  
**WATER HEATER REPLACEMENT**  
**PAYSON SHERIFF'S OFFICE JAIL**

**THIS AGREEMENT**, made and entered into this 06th day of NOVEMBER, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Charlie Hall's Wrangler Plumbing & Plumbing, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Sheriff's Department or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 100914-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 100914-2** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 100914-2**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County,

its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 - ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 - GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14- TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of ninety days from that date, unless terminated earlier pursuant to this contract.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,516.65 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

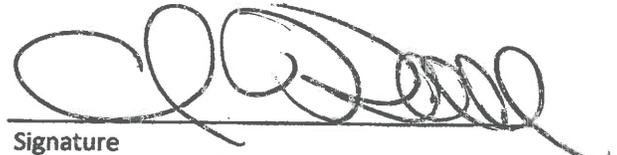
**IN WITNESS WHEREOF**, Service Agreement No. 100914-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/6/14

**CHARLIE HALL'S WRANGLER PLUMBING & PUMPING**

  
\_\_\_\_\_  
Signature

Charles Hall  
Print Name

**CHARLIE HALL'S WRANGLER PLUMBING & PUMPING**

P.O. Box 595 Payson, Arizona 85547  
(928)474-4032  
(928)476-3737  
(928)474-1165 Fax  
wranglerplumbing@hotmail.com

**"SERVING PAYSON SINCE 1978"**  
**\*LICENSED-BONDED-INSURED\***  
**LICENSE ROC180429**

\*\*\*\*\*

**PROPOSAL DATE**  
**OCTOBER 2, 2014**

\*\*\*\*\*

**GILA COUNTY SHERIFFS OFFICE**  
**PAYSON, AZ 85541**  
**CONTACT PERSON: DAVID BUFFINGTON 928-970-1640**  
**dbuffington@gilacountyaz.gov**

\*\*\*\*\*

**SPECIAL NOTE: We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following:**

**TO INSTALL NEW STATE 100 GALLON 199,000 BTU COMMERCIAL PROPANE WATER HEATER.**

**THIS PRICE INCLUDES DISPOSAL OF THE OLD WATER HEATER.**

**PRICE: \$4,481.65**

**ADD \$35.00 TO THE ABOVE PRICE TO REPLACE THE EXISTING GATE VALVE SHUT OFF VALVE WITH A FULL PORT BALL VALVE SHUT OFF VALVE.**

**ALL fees and permits to be furnished by the homeowner.**

**All material is guaranteed to be as specified, and the above work will be performed in accordance with the specifications submitted for the above work and completed in a substantial workman like manner.**

**If hard rock is encountered this estimate becomes null and and contract negotiations will be required to resume work.**

**Payment to be made at completion of job.**

**Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.**

Respectfully Submitted,  
CHARLES HALL



Charles S. Hall, Owner

**\*\* Note: This proposal may be withdrawn by Charlie Hall's Wrangler Plumbing & Pumping if not accepted within thirty (30) days of proposal date.**

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Charlie Hall's Wrangler Plumbing & Pumping is authorized to do the work as specified. Payment will be made as outlined above.

  
Accepted by \_\_\_\_\_  
DON E. McDANIEL, JR., COUNTY MANAGER

  
Date \_\_\_\_\_

**Tommie C. Martin, District I**  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John D. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 102814**  
**QUALITY CONTROL-CONSTRUCTION TESTING SERVICES**

**THIS AGREEMENT**, made and entered into this 12<sup>th</sup> day of November, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Speedie and Associates, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner, and to the satisfaction of the County, under the direction of Michael Gillette, Construction Project Manager for the **Public Works Department** or designee. Mr. Gillette can be reached at 928-402-8505 or 928-200-3249.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

**Scope of Work:** Refer to attached Attachment "A" to Service Agreement 102814 by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to Service Agreement 102814 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 102814, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

2. **Worker's Compensation and Employers' Liability**

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County,

its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 - NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract.

**ARTICLE 15 – PAYMENT/BILLING:** The Scope of Services for construction testing services as identified on Attachment “A” to Service Agreement No. 102814, Speedie and Associates cost estimate, will be performed for a payment amount of \$335.00 per visit, and up to two visits for a total of \$670.00, should two trips be requested. Any additional services or tests, if required, will be performed on a Time and Materials basis per the mutually agreed upon fee schedule, which is a part of Attachment “A” to Service Agreement No. 102814.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a “Net 15” payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

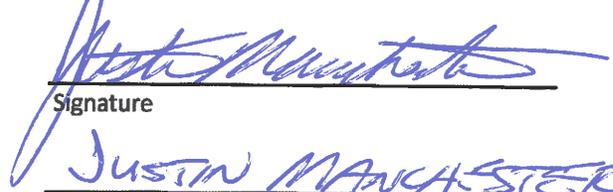
IN WITNESS WHEREOF, Service Agreement No. 102814 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/12/14

SPEEDIE AND ASSOCIATES

  
\_\_\_\_\_  
Signature  
JUSTIN MANCHESTER  
Print Name

Copper Administration Building  
Gila County

November 4, 2014

Dept. 3

- 1 -

## AUTHORIZATION TO PROCEED

We acknowledge your authorization to proceed with the testing services outlined for this project. We appreciate the opportunity to provide you with the testing services that your firm has requested. Thank you for choosing Speedie & Associates, Inc.

This letter is in response to your authorization to proceed with initiating and providing construction materials testing services for the above project. We present the following for your information and use.

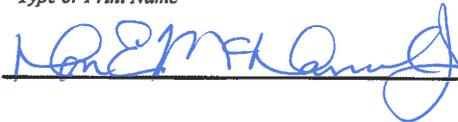
1. We understand that your firm will be our client and are responsible for payment of invoices.
2. All scheduling of testing services must be accomplished by calling our office in advance.
3. Please understand that you or your authorized representative must contact us as least twenty-four (24) hours in advance of your need for testing so that we can schedule our personnel. If you call with less than 24-hour notice, we will attempt to schedule our personnel for the date and time you need but we cannot guarantee their on-site presence at the time requested.
4. When you call, please be prepared to give us an approximated time of arrival and location on site for our technician's information.
5. When your requirements or schedule change, if you do not cancel the scheduled technician, you will be charged for the trip charges to and from the project site.
6. Our FEE SCHEDULE and TERMS AND CONDITIONS are attached hereto for your review. Since no formal proposal or contract has been developed for your project, the services requested by you will be billed at these prevailing unit rates. If you have any questions please call.
7. Our services and fees are controlled by the number of times we are called out by your on-site representative. Your on-site representative should be made aware of how we charge our fees. Therefore, the final total of testing fees may be significantly more or less than you had originally anticipated or estimated.
8. Invoices will be submitted on a monthly basis, to be paid within 30 days. We reserve the right to stop work in progress if we do not receive timely payment.
9. Work will not commence until this AUTHORIZATION TO PROCEED is received back at our office prior to start of work.

Project Name: Copper Administration Building

Project Location: Globe AZ

Accepted by: Don E. McDaniel, Jr., County Manager  
*Type or Print Name*

Signature: \_\_\_\_\_



11/12/14  
Date

Company: Gila County

SSN/EIN: 86-6000444

Copper Administration Building  
Gila County

November 4, 2014

Dept. 3

- 2 -

### FEE AND RATE SCHEDULE

<u>DESCRIPTION OF SERVICE</u>	<u>RATE</u>
<b>1. Monitoring and Testing</b>	
a. Engineering Technician (portal to portal)	\$40.00/hr
b. Special Inspector (portal to portal)	\$70.00/hr
c. Sieve Analysis	\$55.00/each
d. Plasticity Index	\$50.00/each
e. Moisture Density Relations	\$100.00/each
f. Compressive Strength of Concrete Cylinders	\$12.50/each
g. Asphalt Content by Ignition with Gradation	\$140.00/each
h. Marshall Unit Weight (set of 3)	\$110.00/each
i. Maximum Theoretical Density (rice)	\$125.00/each
j. Unit Weight and Thickness	\$20.00/each
k. Moisture Content	\$20.00/each
l. Trip/Vehicle Charge (per trip)	\$75.00/each
m. Per Diem (if needed)	\$80.00/each
<b>2. Office Support - If Required</b>	
a. Principal	\$130.00/hr
b. Project Engineer/Manager	\$85.00/hr
<b>Estimated Total</b>	<b>\$335.00</b>

Copper Administration Building  
Gila County

November 4, 2014

Dept. 3

- 3 -

### TERMS AND CONDITIONS

#### 1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

#### 2. SCOPE OF SERVICES

##### 2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

##### 2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

#### 3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

#### 4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

#### 5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

#### 6. INDEMNIFICATION

##### 6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

Initials 

Speedie & Associates, Inc. Engineering Services

Professional Engineering Services  
Civil, Mechanical, Electrical, Environmental, and Structural Engineering

Copper Administration Building  
Gila County

November 4, 2014

Dept. 3

- 4 -

## 6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

## 7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

Initials 

## 8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

## 9. SAMPLE DISPOSAL

### 9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

### 9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

## 10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

## 11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.





"Unleashing the Power of Technology"

Federal  
Engineering®

**Federal Engineering, Inc.**  
10600 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

Issued: October 29, 2014

ATTACHMENT TO  
GILA COUNTY PURCHASE ORDER  
P.O. Number: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PROJECT GC-PSC-TS-TM  
GILA COUNTY, ARIZONA  
PUBLIC SAFETY COMMUNICATIONS  
TECHNICAL SUPPORT**

**1.0 Introduction**

This statement of work (SOW) provides a framework for **FE** to respond to ad-hoc, short-term assignments regarding public safety mobile radio technology, microwave systems, CAD, RMS, 9-1-1 and other dispatch center systems. Through this statement of work, Gila County is provided with the mechanism to direct **FE** consulting efforts in an orderly fashion while maintaining control and visibility throughout the project.

**2.0 Tasks to be Performed**

An assignment within this task may be initiated by either a telephone call or written correspondence between **FE** and the County.

1. Assignments within this task may consist of any of the following:
  - **FE** may interface with the County Sheriff, radio systems users, dispatch center personnel, and others in Gila County.
  - **FE** may offer informal advice or conduct technical research.
  - **FE** may assist in administrative issues such as FCC license renewals.
  - **FE** may generate RFP's and review proposals for subcontracting.
  - **FE** may conduct meetings with potential vendors and assist the County in contract negotiations.
  - **FE** may perform program planning and design reviews.
  - **FE** may perform analyses of center operations and system/technology utilization and develop improvement recommendations
  - **FE** may conduct special presentations on select subjects.

- *FE* may provide support in areas such as operations, engineering, or administration for public safety mobile radio services.
  - *FE* may provide radio coverage analysis as directed
2. Milestones and deliverables within this task may consist of any of the following:
- *FE* may conduct program review meetings or technical seminars.
  - *FE* may conduct oral presentations to the County upon requested subjects.
  - *FE* may generate program plans using Microsoft Project and other software.
  - *FE* may generate brief memoranda, reports, or white papers on findings.
  - *FE* may participate at meetings to support findings or to discuss assignments.
  - *FE* may provide coverage analysis results in formats defined by the County.

### **3.0 Schedule**

Work will begin upon execution of this statement of work and remain active until the services as outlined in Section 5.0 have been completed, and memorandum on findings have been submitted to the County and accepted by the County

### **4.0 Staffing**

Rajit Jhaver, Senior Consultant, will serve as the *FE* Program Manager and chief technical resource. He will be supported by *FE* specialists and consultants as required. Administrative support will be assigned as necessary.

### **5.0 Estimated Costs**

This task will be performed on a time and materials basis pursuant to funding authorized in a purchase order. Invoices will be submitted monthly. The invoices will detail who worked on this SOW and the number of hours charged as well as details regarding travel and other direct costs. The hourly rates for this agreement are shown in Schedule A and are consistent with rates from the City of Mesa Master Agreement MA-F175-14000715-1 and Contract Number 2014216. All terms and conditions of the City of Mesa Master Agreement MA-F175-14000715-1 and Contract Number 2014216 apply.

Initial deliverables and estimated hours and costs associated with those deliverables are as follows:

<i>Deliverable</i>	<i>Personnel</i>	<i>Rate</i>	<i>Estimated Hours</i>	<i>Estimated Total</i>
Kickoff meeting and requirements gathering	Director/Chief Consultant	\$161.50	1.00	\$1569.50
	Project Manager/Senior Consultant	\$158.00	8.00	
	Technical Lead/Senior Consultant	\$144.00	1.00	
Memorandum describing options for connectivity between the Globe and Payson dispatch centers	Director/Chief Consultant	\$161.50	1.00	\$2494.00
	Project Manager/Senior Consultant	\$158.00	9.75	
	Technical Lead/Senior Consultant	\$144.00	5.50	

Including additional estimated costs of \$420.00 for travel (which are based on items 2 and 3 of the terms and conditions in Schedule A), the total estimated cost for completion of the deliverables listed in the table above is \$4,483.50.

Federal Engineering will notify the County should additional funding be required. Authorized funding may be increased by a written modification to the purchase order.

## **6.0 Assumptions and Constraints**

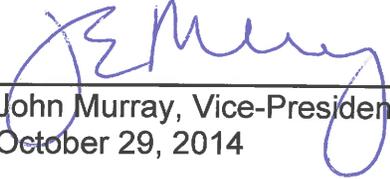
1. **FE** professionals will be directed by the County according to the tasks to be performed. The scheduling of **FE** resources will be mutually agreed upon based upon the needs of the County and the availability of the specific **FE** consultants.
2. **FE** will deliver its documents electronically via email attachments and/or CDROM in MS Office. **FE** can also deliver documentation in hard copy format should the County require.
3. The **FE** professionals' ability to fulfill tasks depends heavily upon the directions given by the County. In addition, the **FE** professionals' ability to fulfill task depends on the willingness and ability of the County, equipment vendors, service

providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and procurements derived therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.

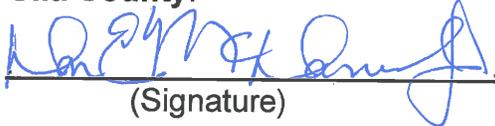
4. Work under this SOW will commence upon execution by both parties and will continue until all funds are expended. Delays due to actions or lack of actions on the part of the County, equipment vendors, service providers, third parties, and others as well as bidders' protests may impact this SOW's schedule or costs and will be brought to the attention of the County in a timely manner.

---

Submitted by **FE**:

  
\_\_\_\_\_  
John Murray, Vice-President  
October 29, 2014

Authorization to begin work by the  
**Gila County:**

  
\_\_\_\_\_  
(Signature)

Don E. McDaniel, Jr. County Manager  
\_\_\_\_\_  
(Printed name and title)

11/2/14  
\_\_\_\_\_  
(Date)

## Schedule A

### Federal Engineering Long-term Consulting Rates

Effective January 1, 2014 through December 31, 2014

Director/Chief Consultant	\$161.50
Project Manager/Senior Consultant	\$158.00
Technical Lead/Senior Consultant	\$144.00
Systems Expert/Senior Consultant	\$144.00
Propagation Specialist/Senior Consultant	\$144.00
Analyst	\$ 95.00

#### TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Subcontracts, travel, meals on a per diem cost basis, and other direct non-labor charges will be invoiced at actual cost.
3. Travel time spent in support of any Task Orders is considered billable.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance.
5. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).