

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

---

**REGULAR MEETING - TUESDAY, MAY 26, 2015 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE  
- INVOCATION**
  
2. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 042815 - Document Scan Conversion for the Gila County Recorder's Office. **(Jeff Hassenius and Sadie Jo Bingham)** Authorized
  
  - B. Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2015, 930K FC wheel loader with coupler, bucket and forks in the total amount of \$143,000.82. **(Jeff Hassenius and Steve Sanders)** Continued
  
  - C. Information/Discussion/Action to review the bid submitted for Invitation for Bid No. 020315-1 for aggregate hauling to Forest Road 512-Phase II; award to the lowest, most responsive, responsible and qualified bidder; authorize the Chairman's signature on the award contract for the winning bidder for a total contract amount of \$308,385.90. **(Jeff Hassenius and Steve Sanders)** Awarded

- D. Information/Discussion/Action to authorize the Public Works Division to submit an application to the U.S. Department of Transportation's (DOT) Transportation Investment Generating Economic Recovery (TIGER) competitive grant program in the amount of \$17,900,000 which, if approved, will be used for the Tonto Creek Bridge Project. **(Steve Sanders)** Authorized
- E. Information/Discussion/Action to adopt Resolution No. 15-05-05, which establishes revised procedures for the sale of land held by the State under tax deed and repeals Resolution No. 03-06-07. **(Don McDaniel)** Adopted
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 Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services to continue to provide Community Health Grant Program services for the period January 1, 2015, through December 31, 2015. Approved
- B. Approval of an Application for a Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc., to provide a fireworks display on July 4, 2015, at the Miami Operations mine site of Freeport-McMoRan, Inc. Approved

- C. Approval of an Application for Extension of Premises/Patio Permit to allow the area where liquor is permitted to be served at the Flying Grizzly, located in Strawberry, to be temporarily extended on June, 27, 2015, for a special event. Approved
- D. Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division which increases the contract amount by \$15,000 for a total of \$215,419.10 that will be used to increase the public health emergency preparedness services for the period of July 1, 2014, through June 30, 2015. Approved
- E. Acknowledgment of the March 2015 monthly activity report submitted by the Recorder's Office. Acknowledged
- F. Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Constable's Office. Acknowledged
- G. Acknowledgment of the October, November, December 2014 monthly activity reports submitted by the Globe Regional Constable's Office. Acknowledged
- H. Approval of the April 7, 2015, and May 5, 2015, Board of Supervisors' meeting minutes. Approved

- |    |  |              |
|----|--|--------------|
| I. | Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 20, 2015, to April 24, 2015; and April 27, 2015 to May 01, 2015.  | Acknowledged |
| J. | Approval of finance reports/demands/transfers for the weeks of May 12, 2015, and May 19, 2015.   | Approved     |
| 4. | <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  |
| 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.  | 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. §38-431.03(A)((3)

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

**ARF-3159**

**Regular Agenda Item 2. A.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates 05-19-15 to      Grant?: No

Begin & End: 05-18-16

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request to Advertise Request for Proposals No. 042815 - Document Scan Conversion for the Gila County Recorder's Office.

Background Information

Currently the Gila County Recording System, Eagle, has data available to the public from 1985 to current, and images of recorded documents 1998 to present. This project will enhance the data available to the public with data and images from 1969 to present.

Evaluation

This project will allow the public, other government agencies/departments and business the ability to research documents from 1969 to present. With the microfilm scanned and uploaded onto two USB hard-drives it will put another disaster recovery option in place.

Conclusion

This project is the next step in providing electronic information to the public and other agencies. It will also secure another disaster recovery option that will keep our original microfilmed documents secure.

Recommendation

The Recorder and the Finance Division Director recommend that the Board of Supervisors authorize the advertisement of Request for Proposals No. 042815 - Document Scan Conversion for the Gila County Recorder's Office, to be published for two (2) consecutive weeks in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 042815 - Document Scan Conversion for the Gila County Recorder's Office. **(Jeff Hessenius and Sadie Jo Bingham)**

---

Attachments

Request to Advertise

Request for Proposals No. 042815

---

**GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p align="center"><b>IS THIS A REQUEST FOR</b> <i>Check one</i></p> <p>Bids _____ Proposals <u>  X  </u></p> <p>Qualifications _____</p>	<p align="center"><b>REQUEST NUMBER</b></p> <p align="center"><u>  042815  </u></p> <p align="center"><i>(For Procurement Use Only)</i></p>
--	---

**I. DESCRIPTION:** *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING PROJECTS:   Document Scan Conversion for Recorder's Office  

Fund   7147   Dept No.   120   Program \_\_\_\_\_ Location \_\_\_\_\_ Account   4210.99  

Estimated Cost   \$ 150,000.00  

INTENT Contractor to perform document scan conversion for the official recorded documents of Gila County from 1969-1997.

Signed:   Sadli Go Bingham   Date   5/2/15  

*Elected Official or Department Head*

**II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*

DATE	Department Receipt	<u>  3/9/2015  </u>	Placed on Agenda	<u>  4/30/2015  </u>
	Presented to Board	<u>  5/19/2015  </u>	Approved to Call	_____
	Delivered to Paper	<u>  5/20/2015  </u>	Paper Name	<u>  Arizona Silver Belt  </u>
	Advertised From	<u>  5/27/2015  </u>	To	<u>  6/3/2015  </u>
	Closing Date	<u>  6/17/2015  </u>	Bid Award Date	<u>  7/7/2015  </u>
	Awarded To	_____	Pre-Bid Meeting Date	_____

**III. OTHER APPROVAL:** *Only as necessary*

Department Name: \_\_\_\_\_

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Name: \_\_\_\_\_

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

**IV. APPROVED**

Finance Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**GILA COUNTY**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**042815**

**DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE**

**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.**



**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 042815  
DOCUMENT SCAN CONVERSION FOR THE GILA COUNTY RECORDER'S OFFICE**

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide scanned images of the official recorded documents of Gila County from 1969-1997.

**SUBMITTAL DUE DATE:** **Wednesday, June 17, 2015 11:00 AM**

**RETURN PROPOSAL TO:** **Gila County Finance Department  
Attn: Jeannie Sgroi, Contracts Administrator  
Guerrero Complex  
1400 East Ash Street, Globe, AZ 85501**

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.

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

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **May 27, 2015 and June 03, 2015**

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

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

Signed: \_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

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

**TABLE OF CONTENTS**

<b>CONTENT</b>	<b>PAGE</b>
Solicitation Notice .....	1
Scope of Services.....	3-4
Reporting of Unauthorized Disclosures .....	5
Maintenance of Security of Electronic Information .....	5
Handling of Data .....	5
Ownership .....	5
Confidentiality .....	6
Inquiries .....	6
Exhibit "A"; Instructions to Bidders .....	7-9
General Terms and Conditions.....	10-11
Exhibit "B"; Contract Award Agreement.....	11-15
Exhibit "C"; Minimum Specifications/Information.....	16-17
Exhibit "D"; W-9 .....	18
Insurance Provisions .....	19-22
Required Contract Forms .....	23-31

## SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for document scan conversion services. The Gila County Recorder has an estimated 1,000,000 microfilmed images that need to be scanned, enhanced and uploaded into the official Gila County Recording System, Tyler Technologies – Eagle. This project will make available online recorded documents from 1969 to present.

Contractor agrees to hold Gila County data in strict confidence. Contractor shall not use or disclose Gila County data, except as permitted or required by this Contract, as required by law, or as otherwise authorized, in writing, by Gila County or the applicable representative. Contractor agrees that it will protect the data according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

### **Gila County Requirement:**

- Phase 1
  - **Scanning Location** - The original film for this project is located at 400 S. Franklin St., Saginaw, MI 48607; scanning may be performed at that location. As a part of this Contract, the film may be moved from Michigan, provided that the Contractor assumes all risk of loss if the film is lost or destroyed in transit. In the event this happens, the vendor will be responsible for replacement costs for any lost or damaged records, but would not necessarily be the entity to replace the records. If the records are transported or removed from this facility, Contractor will guarantee that the original film is transported to and from the facility in a safe manner and will bear all risk of loss if the original film is lost or damaged in any way while in contractor's custody or while in transit. Contractor guarantees to pay for the replacement of any damaged film.
  - **Microfiche Scanning** – The microfilm images will be scanned at 300 dpi in 256 shades of gray and saved in industry standard JPEG format with 85% compression. JPEG images are sequentially numbered system and stored in files by Document Type, Book/Page number and or Document Range # for approximately 1000 docketed images.
  - **Image Format** - Each image will be scanned in as JPEG and TIFF formats. Saved by Document Type, Book/Page number and/or Document Range numbers. Each TIFF image borders will be cropped with optimum file compression.
  - **USB Hard Drive** – All images, JPEG and TIFF, will be copied to two USB hard drives and one will be shipped to Gila County for inspection of the first phase and back up.
  - **Phase 1 Completion Time Frame** – The completion of phase 1 will take no longer than 30 days.

- Phase 2

- **Manual Cropping** – Manual cropping will be performed to provide a more accurate original page size and fewer bytes per image. Gila County is willing to consider proposals with some kind of computer generated cropping alternative that equals or exceeds the quality that can be attained by manual cropping.
- **Manual Document Group & Index** – Manual grouping and index of images according to the first page of the document number will be performed.
- **Image Inspection** – the images will be scanned to JPEG in both color and black and white. Each image color JPEG image will be compared to a black and white TIFF image to insure document accuracy, clarity and vital information; parties names, dates, legal description, signatures, are all captured.
- **Image Report** – a poor quality image report will be supplied to Gila County with reference to the images with poor quality; light, dark, blurry, duplicated or missing pages. It will be comprised of TIFF images with the docket/page and/or document/page number of poor quality image for Gila county to inspect.
- **Phase 2 Image Format** – images will be cropped, inspected and indexed by references to document/page, docket/page number. Both JPEG and TIFF files will be stored on USB hard drive.

- Phase 3

- **Image Enhancements** – images listed on the poor image report will be enhanced and re-approved by Gila County. The entire and/or any specific part of the image will be enhanced to the most legible image possible.
- **Rescanning** – if at any time during the process, an image needs to be rescanned it will be at no cost to the county.
- **Phase 3 Image Format** – all final images and indexes will be formatted for accurate importing into the official Gila County Recording System, Eagle – Tyler Technologies.
- **USB Hard Drives** - All formatted images will be copied onto 2 sets of external hard drives and delivered to Gila County.

## **REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION**

Contractor, within one week of discovery, shall report to Gila County any use or disclosure of data not authorized by this Contract or in writing by Gila County or its representative. Contractor shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by Gila County at no additional cost to Gila County.

## **MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION**

Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of Gila County or its representatives. These measures will be extended by contract to all subcontractors used by the Contractor.

Contractor shall not make any changes or modifications to the security measures or confidentiality of Gila County data without Gila County's prior written consent.

## **HANDLING OF DATA**

Contractor will handle the data with the understanding that (i) only Authorized Persons will have access to the data and (ii) such persons shall not divulge, publish, or otherwise disclose, orally or in writing, data or use the data except as specifically provided in this Contract.

## **OWNERSHIP**

As between the Contractor and Gila County, all data provided by Gila County belongs to Gila County. Notwithstanding anything to the contrary herein, Gila County grants the Contractor an unlimited license to use all Gila County data, for the purpose and uses set forth in this Contract. Contractor retains all rights to and ownership of all Contractor properties, facilities, products and services, including, without limitation, all software, web sites, servers, plug-ins, and all intellectual property. Nothing contained in this Contract shall give Gila County any right of audit or any right to enter upon, or interfere with, any of the Contractor's properties, servers or systems, or to demand any segregation of data except as, and to the extent, expressly provided in this Agreement.

## **CONFIDENTIALITY**

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Contract, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). To the extent permitted by Arizona law, "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the past, present and future business activities of the Disclosing Party, its subsidiaries, and its affiliates; (ii) information relating to the Disclosing Party's business plans, financial information, methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; and/or (iii) any other information that is designated as confidential by the Disclosing Party, when it represents trade secrets under Arizona law.

Confidential information does not include information that is or was, at the time of disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party; (iv) independently developed by the Receiving Party provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owned to the Disclosing Party or (v) required by law or a court decision to be disclosed as public information.

At all times the Receiving Party shall (i) use the same standard of care to protect the confidential information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information any third party (except to Gila County's identified representatives), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a 'need to know' basis.

## **INQUIRIES**

Requests for additional information relating to this RFP should be directed to Jeannie Sgroi, Contracts Administrator at (928) 402-8612, or emailed to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, June 12, 2015, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

### EXHIBIT "A" INSTRUCTIONS TO BIDDERS

#### **Preparation of Sealed Proposal**

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

**Amendments**

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.

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

**Offer & Acceptance Period**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

**Discussions**

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

**Public Record**

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

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

**Late Proposals**

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

### **Submittal Proposal Format**

It is required that the proposal be submitted in triplicate (3), **all with original signatures** on all required RFP documents. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 31, Contractor certifies:
  - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

### **The Proposal shall be submitted in a sealed envelope as follows:**

1. A minimum of Three (3) copies, **all** with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. **The Proposal Title "Document Scan Conversion for the Gila County Recorder's Office", RFP No., "042815", Date "June 17, 2015", and time "11:00 AM" of Proposal opening shall be written on the outside of the sealed envelope.**
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to 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, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for providing services similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

### **Protests**

Only other Contractors who have submitted a bid proposal for this RFP 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.

### **Laws and Ordinances**

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

### **EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 31, *Offer and Acceptance Page*, and *Bidders Qualification and Certification Form* pages 23-24.

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

**Independent Contractor**

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 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.

**Contract Amendments**

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

**Contract Default**

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

**Right to Assurance**

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

### **Costs and Payments**

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted monthly, or bi-monthly, for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

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

### **Co-op Use of Contract – Intergovernmental Purchasing**

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

### **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.

Exhibit "B" (continued)...

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

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

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

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

**Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**Indemnification Clause**

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

## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide document scan conversion services for the Gila County Recorder's Office.

#### **General Purpose**

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
  - a. One (1) original and two (2) copies, total of three (3), **all with original signatures** shall be submitted
  - b. Qualification and Certification Form
  - c. Price Sheet
  - d. References List
  - e. No Collusion Certification
  - f. Intentions Concerning Subcontracting
  - g. Legal Arizona Workers Act Compliance
  - h. Bidder's Checklist & Addenda Acknowledgment
  - i. Offer and Acceptance Page
  - j. Background Investigation Authorization
  - k. W9

#### **Term and Renewal**

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract, and any amendments issued during the term of the contract, shall remain the same and apply during the renewal period with the possible exception of price and/or minor scope additions and and/or deletions.

#### **Price Adjustment**

The County may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Board of Supervisors shall determine whether the requested Contract price increase or an alternate option is in the best interest of the County. Any agreed upon Contract price changes will be applied to each specific location under the contract and documented on the renewal amendment as requested.

### **Evaluation of Proposal**

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance and percentage weight.

- a. Cost (50%)
- b. Conformity to scope and ability to complete the project in a way that will safely preserve the records in a quality manner (50%)

### **Negotiations with Individual Contractors**

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

**Request for Taxpayer  
Identification Number and Certification**

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
			-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- 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, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## 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. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Additional insured coverage shall be on a primary and non-contributory basis.

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
- Each Occurrence \$1,000,000

The policy shall name Gila County, Gila County’s Board of Supervisors, employees, its representatives and agents as additional insured with respect to all operations and related work and shall provide that all insurance applies separately to each insured against whom a claim is made or suit is brought. The additional insureds shall be added under an endorsement or older edition dates and attached to the Certificate of Insurance.

Gila County requires occurrence coverage. The Certificates should be marked “occurrence.” If there is no marked “occurrence”, we require the notation “occurrence form” in the Special Conditions box.

2. **Products and Completed Operations Liability**

- Products – Completed Operations Aggregate \$2,000,000
- Each Occurrence \$1,000,000

**3. Umbrella or Excess Liability**

- Each Occurrence \$1,000,000
- Aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability \$1,000,000

**4. Cyber Data Coverage**

- General Aggregate \$4,000,000
- Each Occurrence Limit \$2,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work/Specifications of this Agreement.

Vendor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

The insurance should provide coverage for the following risks:

- A. Liability arising from theft, dissemination and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- B. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to the Vendor's services including denial of service, unless caused by a mechanical or electronic failure.

**5. Automobile Liability**

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

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

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

**6. Professional Errors and Omissions Coverage**

- General Aggregate \$4,000,000
- Each Occurrence Limit \$2,000,000

**7. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

This coverage must include, at a minimum, statutory coverage for states in which employees are in engaging in work. No excluded positions will be allowed. Vendor agrees to waive subrogation against Gila County, Gila County's Board of Supervisors, employees, its representatives and agents.

- 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. Before commencing services, all legal entities referenced above must be individually listed on the certificate of insurance as an additional insured for liability coverage.
  3. Contractor must maintain insurance coverage throughout the term of the Contract. Failure to maintain coverage throughout the term shall be considered a breach of Contract.
  4. Contractor shall require all of its subcontractors and their respective sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the Vendor's own policy.
  5. Contractor will notify Gila County of any material changes (including cancellation) to policies and endorsements. The certificate of insurance must be mailed or faxed to Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov).
  6. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  7. 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, 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 A- Class VII. 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.

Insurance Provisions (continued)....

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

**QUALIFICATION AND CERTIFICATION FORM**

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

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

**Contract Number 042815 Document Scan Conversion for the Gila County Recorder’s Office**

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor’s present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If “Yes”, give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
- a. A brief history of the Company.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached herein and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached herein and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.

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

\_\_\_\_\_  
(If Applicable)

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

7. Current Contractor Business License Number:

\_\_\_\_\_  
(If Applicable)

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

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Title

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 042815 Document Scan Conversion for the Gila County Recorder's Office.

**Contractor Name:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

Description	Cost
Phase I	\$
Phase II	\$
Phase III	\$
<b>TOTAL COST</b>	<b>\$</b>

**All applicable taxes shall be included in proposed amount.**

**REFERENCES LIST**

**References**

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

1. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
Job Length of Time: \_\_\_\_\_ Months \_\_\_\_\_ Years  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids for Request for Proposals No. 042815, Document Scan Conversion for the Gila County Recorder’s Office, 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 subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker’s compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

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

---

Name of Firm

---

By: (Signature)

---

Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

---

Signature of Authorized Representative

---

Printed Name

---

Title

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

<b><u>REQUIRED DOCUMENT</u></b>	<b><u>COMPLETED / EXECUTED</u></b>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCE LIST	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
BIDDER'S CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER AND ACCEPTANCE PAGE	_____
BACKGROUND AUTHORIZATION	_____
W-9	_____

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
INITIALS	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 042815 Document Scan Conversion for the Gila County Recorder's Office.* All proposals shall be filed with Gila County Finance at 1400 E. Ash St., Guerrero Building, Globe, AZ on or before June 17, 2015, 11:00 AM.

**OFFER AND ACCEPTANCE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

**Contractor Submitting Proposal:**

\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City                      State                      Zip  
\_\_\_\_\_  
Signature of Person Authorized to Sign  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

**For Clarification of this Offer, Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**ACCEPTANCE OF OFFER**  
*(For Gila County use only)*

The Contractor is now bound to provide the materials or services listed in RFP No.: 042815 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 042815.

**GILA COUNTY BOARD OF SUPERVISORS**

**ATTEST**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

\_\_\_\_\_  
Michael A. Pastor, Chairman, Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil  
Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**ARF-3148**

**Regular Agenda Item 2. B.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates 05-19-15 to      Grant?: No

Begin & End: 05-28-15

Matching No      Fund?: Replacement

Requirement?:

---

Information

Request/Subject

Approval to purchase a 2015 930K FC Wheel Loader with Coupler, Bucket and Forks.

Background Information

It is the intent of the Public Works Division to purchase a new 930K FC wheel loader to replace an aging loader. The new 930K FC wheel loader will replace a 1987 950B loader that was purchased by the County in 1991 at a cost of \$119,504 with a total of 7,482 operator hours at the time of purchase. The older, used loader ( Equipment No. I-18, serial number 65R2911) is twenty-eight years old and has currently has a total of 13,170 operator hours.

As part of the Customer Purchase Agreement for the new loader, Empire CAT has assigned a trade-in value for Equipment No. I-18 of \$32,500. The total of the trade-in, \$32,500, has been deducted from the \$164,480.45 price for the 2015 930K FC Loader.

Evaluation

On April 16, 2013, the Gila County Board of Supervisors ratified the Cooperative Purchasing Agreement between Gila County and the National IPA, a cooperative purchasing group. As a member of the National IPA, Gila County can benefit through an existing agreement that Caterpillar has between the City of Tucson and the National IPA to buy a new 2015, 930K FC wheel loader with coupler, bucket and forks. The National IPA discount is twenty-six percent (26%), which results in a significant cost savings of \$57,791.55 on the 2015, 930K FC loader for a net price of \$164,480.45.

By utilizing the City of Tucson contract with Empire CAT through the National IPA Cooperative Purchasing Agreement, the County can purchase a new wheel loader for less than a used wheel loader is selling for minus the National IPA Agreement. For instance, a good, used, low hour wheel loader on the market without the National IPA discount would cost roughly \$190,000.

The Customer Purchase Agreement with Empire CAT shows the sales price for the new 2015, 930K FC wheel loader to be \$164,480.45. This price includes an extended warranty for five years or 5000 hours on Power-train and Hydraulics for \$2,300. With the deduction for the trade-in of the 1987 wheel loader for \$32,500, plus sales tax for \$11,020.37, the final cost for the new 2015 930K FC wheel loader is \$143,000.82.

### Conclusion

It would benefit Gila County to take advantage of a cooperative agreement that Caterpillar has with the City of Tucson and National IPA which results in a \$57,791.55 savings for the discounted pricing offered through the City of Tucson contract.

### Recommendation

The Public Works Division Director and the Finance Division Director recommend that the Board approve the Customer Purchase Agreement with Empire CAT for the purchase of one 2015, 930K FC wheel loader with coupler, bucket and forks, in the total amount of \$143,000.82.

### Suggested Motion

Information/Discussion/Action to approve a Customer Purchase Agreement between Gila County and Empire CAT for the purchase of one 2015, 930K FC wheel loader with coupler, bucket and forks in the total amount of \$143,000.82. **(Jeff Hessenius and Steve Sanders)**

---

### Attachments

Customer Purchase Agreement

City of Tucson Heavy Equipment RFP

City of Tucson Heavy Equipment RFP Amendment 1

City of Tucson Heavy Equipment RFP-Amendment 2

City of Tucson Proof of Advertising

City of Tucson Contract with CAT

Contract Amendment No. 1

Contract Amendment No. 2

Contract Amendment No. 3

Contract Amendment No. 4

Contract Amendment No. 5

Contract Amendment No. 6

Contract Amendment No. 7

Contract Amendment No. 8

National IPA Terms and Conditions

NIPA Current Participating Agencies

## Legal Explanation

---



### Customer Purchase Agreement

Account Manager: Greg Smith

PSR: Bill Masters, Jr.

DBS Agreement #: S61367 May

Customer #: 0039225

Date: 4/24/2015

Customer Name: GILA COUNTY EQUIP PURCHASE

Contact: STEVE STRATTON

Contact Phone: 928-812-0173

Address: 1400 E ASH STREET

City|State|ZIP: GLOBE AZ 85501-1483

Phone: 928-468-2801

Invoicing Customer: GILA COUNTY EQUIP PURCHASE - 0039225G

PO #:

Terms: On Account - Customer PO

**Special Payment Instructions:**

Please include the following information with your payment or wire:

Invoicing Customer: GILA COUNTY EQUIP PURCHASE

Customer Number: 0039225

Agreement Number: S61367 May

Serial Number(s): 0RHN03927, 28749121RN, 1488884-4, 3336551-08, 141001725

Delivery Location: YARD

City|State: GLOBE, AZ

F.O.B: EMPIRE

Job Site Location: GLOBE, AZ

Bond #:

Cust. Required Delivery Date: 5/28/2015

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

**Equipment**

Serial Number	Year	Model	ID #	Inv	Make	Description	Sell Price
0RHN03927	2015	930K FC	E126868	NI	CATERPILLAR	WHEEL LOADER WITH COUPLER, BUCKET, AND FORKS 5 Yr 5000 Hr PT Hyd 12 Months Of Travel Time And Mileage	\$164,480.45
28749121RN		PL522	E126868-P	XZ	CATERPILLAR	OTHER ATTACHMENT	\$0.00
1488884-4		930K FC FK	E126868-F	NI	CATERPILLAR	FORKS	\$0.00
3336551-08		930K FC CU	E126868-C	NI	CATERPILLAR	OTHER ATTACHMENT	\$0.00
141001725		930K FC BU	E126868-I	NI	CATERPILLAR	BUCKET	\$0.00

**Trade-Ins**

Year	Make	Model	Serial Number	Rcvd	ID Num	Description	Trade Value	Lien Amount	Net Trade-In
1987	CAT	950B	65R02911	<input type="checkbox"/>	E129334	WHEEL LOADER	\$32,500.00	\$0.00	\$32,500.00

**Notes**

NATIONAL IPA BID PRICING (CITY OF TUCSON CONTRACT #12077)

LIST PRICE \$222,272.00

LESS 26% (\$57,791.55)

BID NET PRICE \$164,480.45

# Customer Purchase Agreement

Sub Total:	\$164,480.45
Trade In Value:	(\$32,500.00)
State/County Sales Tax (Gila County 6.60%):	\$8,710.71
City Sales Tax (Mesa 1.75%):	\$2,309.66
<b>Balance Due:</b>	<b>\$143,000.82</b>

Signatures:

Customer

Date

~~Customer~~



5/04/15

EMPIRE

Date

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

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

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

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

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

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

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

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

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

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

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

### \*\*\*\*NOTICE\*\*\*\*

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

VC/sd

PUBLISH DATE: October 12, 2011

## **INTRODUCTION/ BACKGROUND**

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

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

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

## **NATIONAL CONTRACT REQUIREMENTS**

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

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

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

## TENTATIVE SCHEDULE OF EVENTS

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

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

## SCOPE OF SERVICES

### A. GENERAL REQUIREMENTS

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

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

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

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

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

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

- a. Invoice

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

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

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

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

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

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

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

**B. EQUIPMENT AND PRODUCT REQUIREMENTS:**

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

**Landfill Equipment:**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Material Handling**

Fork Lift  
Crane / Wheeled  
Crane / Track

**Construction Equipment**

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

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

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

## **C. SERVICE REQUIREMENTS**

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:
  - a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
  - b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.  
  
For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.
  - c. **Warranties:** The ability to provide a full range of extended warranties.
  - d. **Financing Options:** The ability to provide financing options.
  - e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
  - f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
  - g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
  - h. **Green/Sustainability Program:**
    1. Policies: Efforts and policies pertaining to green and sustainability.
    2. Products: Impact on product offerings.
    3. Distribution: Impact in distribution.
    4. Certifications: The industry recognized certifications and standards obtained.
  - i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
  - j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
  - k. **Other Services/Options:** Other value-add services not included in above categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

**City:** The City of Tucson, Arizona

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

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

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

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

**May:** Indicates something that is not mandatory but permissible.

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

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

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

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

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

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

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

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

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

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

## **PROPOSAL EVALUATION REQUIREMENTS**

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

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

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

#### **A. Method of Approach**

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

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

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

## **B. Price Proposal**

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.  
  
The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

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

**C. Qualifications and Experience**

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

**III. GENERAL**

**A. Shortlist:**

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

**B. Interviews/Demonstrations:**

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

**C. Additional Investigations:**

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

**D. Prior Experience:**

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

**E. Multiple Awards:**

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

## SPECIAL TERMS AND CONDITIONS

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

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

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

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

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

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

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

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

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

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

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

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

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

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

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

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

## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

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

For clarification of this offer, contact:

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

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

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2011.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
As Tucson City Attorney and not personally

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

# ATTACHMENT A



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

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

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

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

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

**1.2 Marketing and Administrative Support**

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

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

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

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

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

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

E. Training sessions for Supplier teams

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

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

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

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

**1.3 Estimated Volume**

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

**1.4 Award Basis**

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

**1.5 Objectives of Cooperative Program**

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

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

**2.0 REPRESENTATIONS AND COVENANTS**

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

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

**2.1 Corporate Commitment**

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

**2.2 Pricing Commitment**

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

**2.3 Sales Commitment**

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

**3.0 SUPPLIER QUALIFICATIONS**

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

**3.1 Company**

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

**3.2 Distribution, Logistics**

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

**3.3 Marketing and Sales**

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

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

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

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

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and \_\_\_\_\_ (herein “Supplier”).

**RECITALS**

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

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

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

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

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

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

**DEFINITIONS**

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

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

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

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

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

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

**TERM OF AGREEMENT**

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

**NATIONAL PROMOTION**

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

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

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

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

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

**QUARTERLY FEES & MONTHLY REPORTING**

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

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

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

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

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

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

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

**GENERAL PROVISIONS**

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

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

C. Supplier

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

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

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

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

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

EXAMPLE

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

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

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

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

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

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

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

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

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

Certain Public Agencies and Political Subdivisions:

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

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

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

**Counties and Parishes including but not limited to:**

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

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

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

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT

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

**K-12 including but not limited to:**

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

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

**Higher Education**

ARGOSY UNIVERSITY

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

**State Agencies**

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

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

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

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

DATE ISSUED: OCTOBER 18, 2011

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

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

# REQUEST FOR PROPOSAL AMENDMENT

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

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

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

This Request for Proposal is hereby modified as follows:

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

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

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

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

DATE ISSUED: NOVEMBER 3, 2011

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

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

VC/swb

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

# REQUEST FOR PROPOSAL AMENDMENT

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

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

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

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

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

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

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

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

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

# REQUEST FOR PROPOSAL AMENDMENT

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

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

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

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

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

**Landfill Equipment**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Construction Equipment**

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

**Material Handling**

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

**Pavement Repair/Maintenance**

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

**Sweepers**

Sweeper / Scrubber  
Sweeper / Street  
Sweeper / Walkway

**Transport**

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

**Miscellaneous**

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

7. Scope of Work, Section C. Service Requirements

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

# REQUEST FOR PROPOSAL AMENDMENT

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

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

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

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

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

# AFFIDAVIT OF PUBLICATION

State of Hawaii )

) SS:

County of Hawaii )

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

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

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

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

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a

newspaper published in the City of HILO, State of Hawaii.

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

”

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

October 17, 2011, (etc.).

38109r1

*Leilani K. R. Higaki*

Subscribed and sworn to before me

this 21st day of October, 2011.

*Sharon H. P. Ogata*

SHARON H. P. OGATA

Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

# DJC

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

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

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

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

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

10/14/2011.



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



**CITY OF TUCSON**  
**HEAVY EQUIPMENT, PARTS,**  
**ACCESSORIES, SUPPLIES AND**  
**RELATED SERVICES**  
**Proposals due: 4:00pm, Nov. 14**  
**REQUEST FOR PROPOSALS**

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

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

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

Contact Victoria Cortinas at [Victoria.cortinas@tucsonaz.gov](mailto:Victoria.cortinas@tucsonaz.gov)  
 Published Oct. 14, 2011. 10178410SB-1t

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

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

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

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

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

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

October 20, 2011



Subscribed and sworn to before me

on this day October 21, 2011



Notary Public

My commission expires  
March 10, 2013

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

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

# Affidavit of Publication

STATE OF WASHINGTON  
County of Thurston County

ss.

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

that the **Request for Proposals**  
In the case of **Heavy Equipment, Parts, Accessories,  
Supplies and Related Services RFP#120377 –  
National IPA**

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

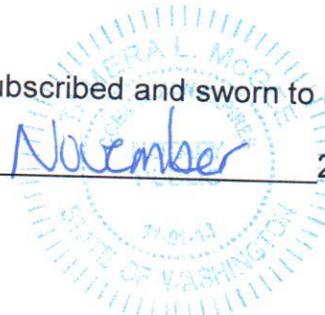
On the	14 <sup>th</sup>	day of	October	2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011
the		day of		2011

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

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

*Jenny Nelson*  
Principal Clerk

Subscribed and sworn to me this 4<sup>th</sup> day of November 2011



*Jamara J. McGee*  
Notary Public in and for the State of Washington  
Residing at Olympia, Thurston County, Washington

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

Legal#1339  
The City of Tucson, AZ is requesting proposals from qualified and experienced firms to provide HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES (RFP No. 120377). In order to be considered, the Offeror must complete and submit its proposal to the Dept. of Procurement at the location indicated, by the exact date and time indicated in the solicitation documentation available at www.tucsonprocurement.com.

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

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

Publish Oct 14, 2011

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

# CONTRACT AMENDMENT

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

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

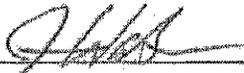
THIS CONTRACT IS AMENDED AS FOLLOWS:

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

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

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

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

  
Signature \_\_\_\_\_ Date 3-12-2013

Jason Walker - Governmental Sales  
Typed Name and Title

Caterpillar Inc.  
Company Name

100 NE Adams  
Address

walker\_jason\_e@cat.com  
Email Address

Peoria Illinois 61629-1345  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 18 DAY OF March, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

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

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

THIS CONTRACT IS AMENDED AS FOLLOWS:

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

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

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

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

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

  
Signature \_\_\_\_\_ Date 1-7-2013

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

CATERPILLAR  
Company Name

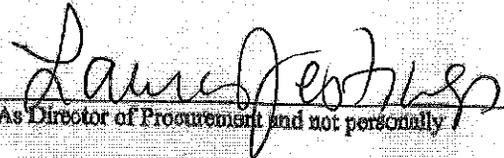
100 N6 ROOM 3  
Address

WALKER - JASON - C @ CAT.COM  
Email Address

PEORIA IL 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 8 DAY  
OF Jan, 2013, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# Caterpillar Product and Service Pricing

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

The following items are also available under the contract:

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

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

Shipping Zones - Based on Destination States

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

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

*Shipping Zones - Based on Destination States*

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

**Track Type Tractors**

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

**Integrated Tool Carriers**

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

**WPA Contract Wheeled Excavators**

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

*Shipping Zones - Based on Destination States*

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

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

*Shipping Zones - Based on Destination States*

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

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

*Shipping Zones - Based on Destination States*

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

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

*Shipping Zones - Based on Destination States*

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

**Backhoe Loaders**

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

**Wheel Tractor Scrapers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contract 615	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878

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

*Shipping Zones - Based on Destination States*

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

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

*Shipping Zones - Based on Destination States*

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

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

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

# CONTRACT AMENDMENT

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

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

THIS CONTRACT IS AMENDED AS FOLLOWS:

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

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

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

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

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

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

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

  
Signature \_\_\_\_\_ Date 11/1/2012

Jason Walker - Governmental Sales  
Typed Name and Title

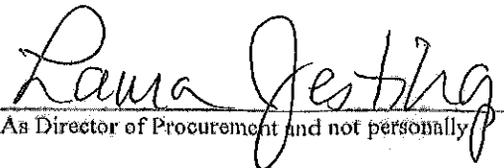
Caterpillar  
Company Name

100 NE Adams  
Address

Walker\_jason\_e@cat.com  
Email Address

Peoria Illinois 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 2 DAY OF Nov, 2012, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

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

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

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

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

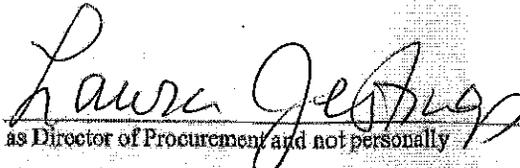
The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

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

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

  
\_\_\_\_\_  
Signature Date  
Jason Walker - Governmental Sales  
\_\_\_\_\_  
Caterpillar Typed Name and Title  
\_\_\_\_\_  
Company Name  
100 NE Adams  
\_\_\_\_\_  
Address  
Walker Jason\_C@cat.com  
\_\_\_\_\_  
Email Address  
Peoria IL 61629  
\_\_\_\_\_  
City State Zip

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

  
\_\_\_\_\_  
as Director of Procurement and not personally



## CITY OF TUCSON CONTRACT #120377

### HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

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

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

### SCOPE OF SERVICES

#### PRODUCT OFFERING

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

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

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

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

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

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

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

## **PRICING**

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

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

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

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

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

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

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

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

## **WARRANTY**

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

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

### **140M2 Motor Grader**

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

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

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

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

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

## **DEALER SERVICES**

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

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

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

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

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

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

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

## **ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

For additional information on the services offered by Caterpillar Safety Services please visit [SAFETY.CAT.COM](http://SAFETY.CAT.COM)™.

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

## SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

C. Provide and maintain minimum insurance limits as applicable.

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

(3) Hired Vehicles

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

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

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

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

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

## STANDARD TERMS AND CONDITIONS

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

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

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

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

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

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

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

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

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

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

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

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

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

- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

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

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

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

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

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

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

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

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

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

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

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

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

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

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

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

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

## OFFER AND ACCEPTANCE

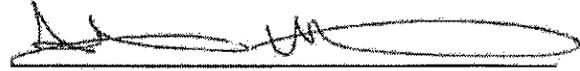
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

### CITY OF TUCSON:



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

### CATERPILLAR, INC

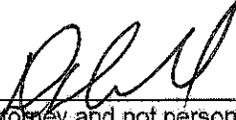


Steve Hinton  
North American Marketing Manager  
Caterpillar, Inc.  
100 NE Adams  
Peoria, IL 61629

### Contract contact:

Jason Walker  
Government Sales Consultant  
309-675-4095  
Walker\_jason\_c@cat.com

Approved as to form this 2<sup>nd</sup> day of May, 2012.

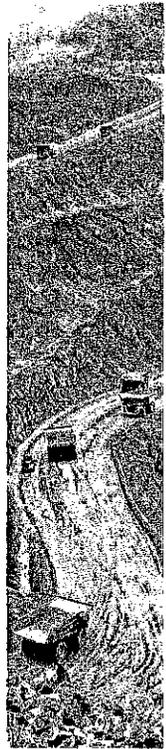
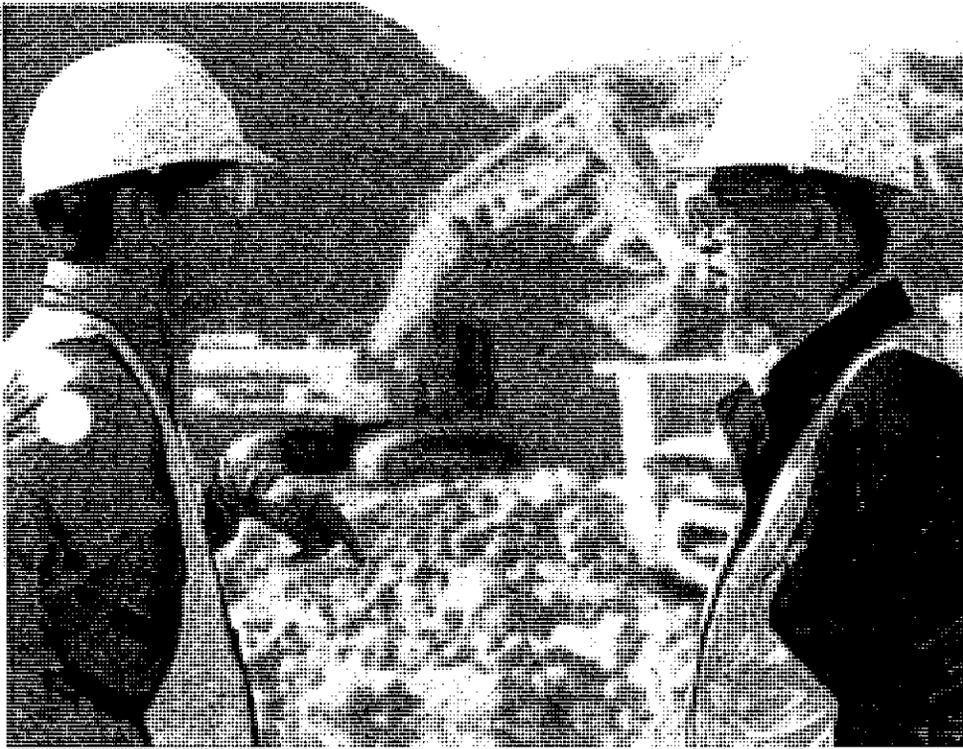


As Tucson City Attorney and not personally

**CITY OF TUCSON  
CONTRACT 120377**

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

THE NIGHT MACHINE  
THE NIGHT PLAN



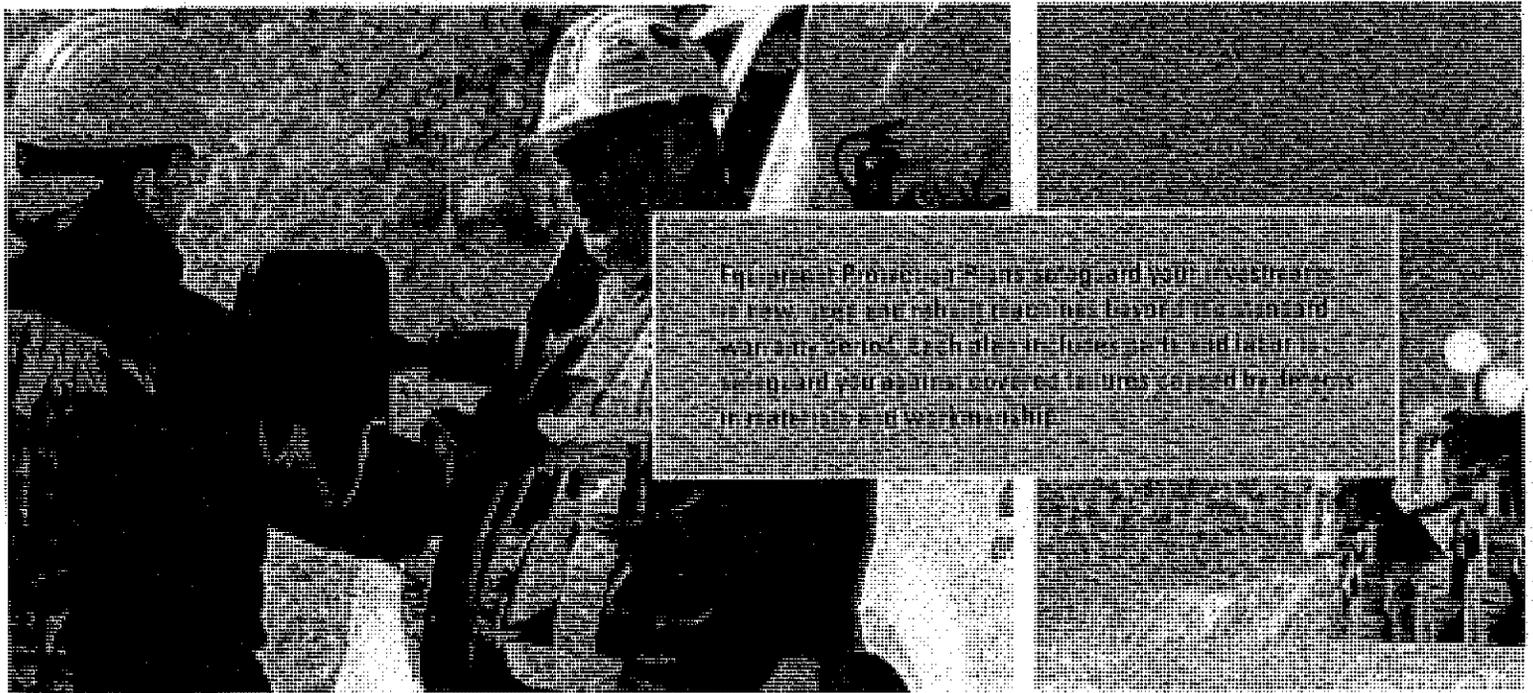
**Cat<sup>®</sup> Equipment Protection Plans**

**CAT<sup>®</sup>**

# CONTROL YOUR COSTS MINIMIZE YOUR RISKS

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

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



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

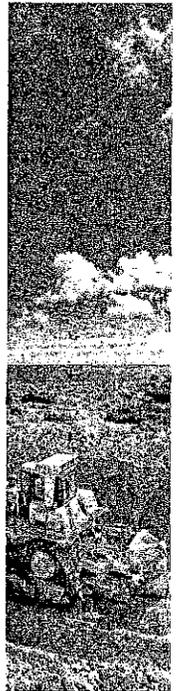
#### Equipment Protection Plan benefits

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

\*Product availability varies by region.

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

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

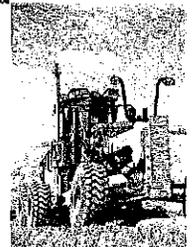


**What your Cat dealer does**

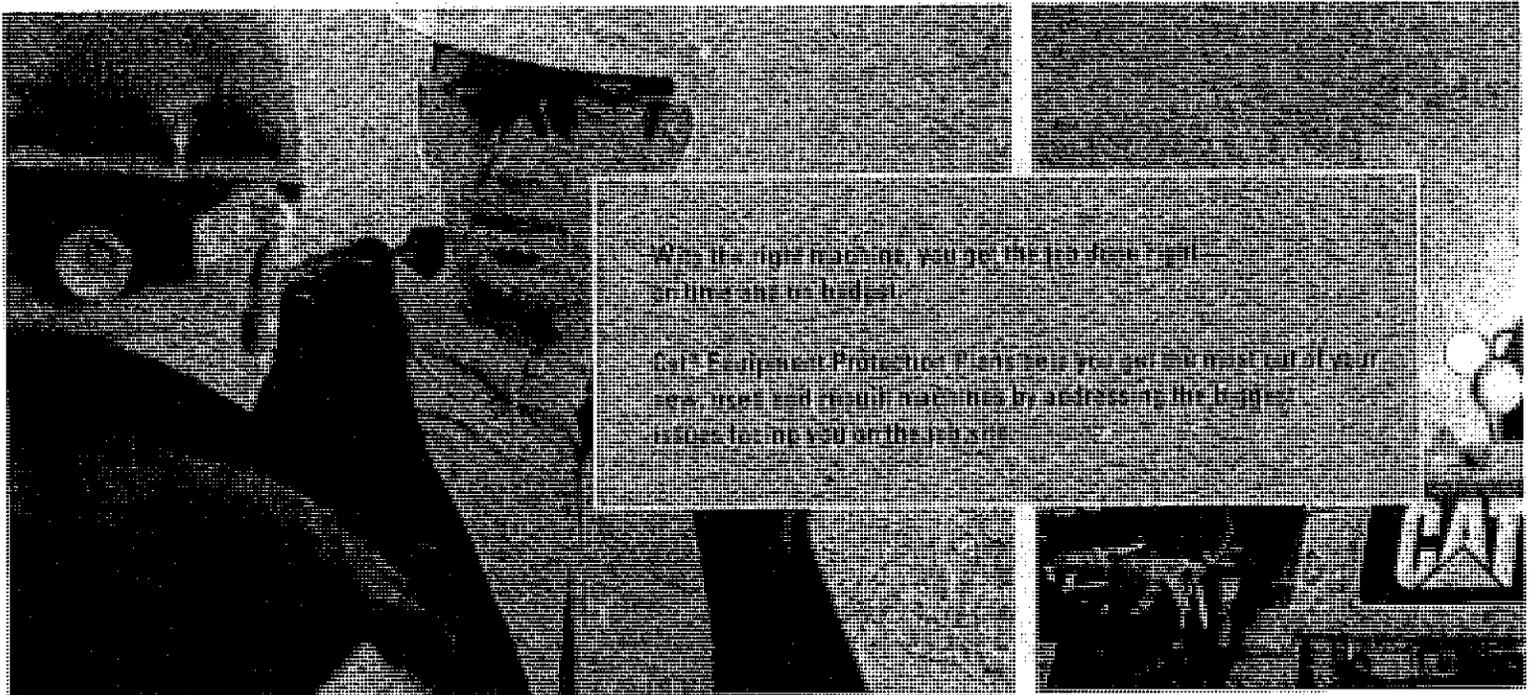
- Performs necessary inspections to confirm eligibility
- Installs parts approved by Caterpillar on covered repairs
- Validates your enrollment in the program

**What you do**

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



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



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

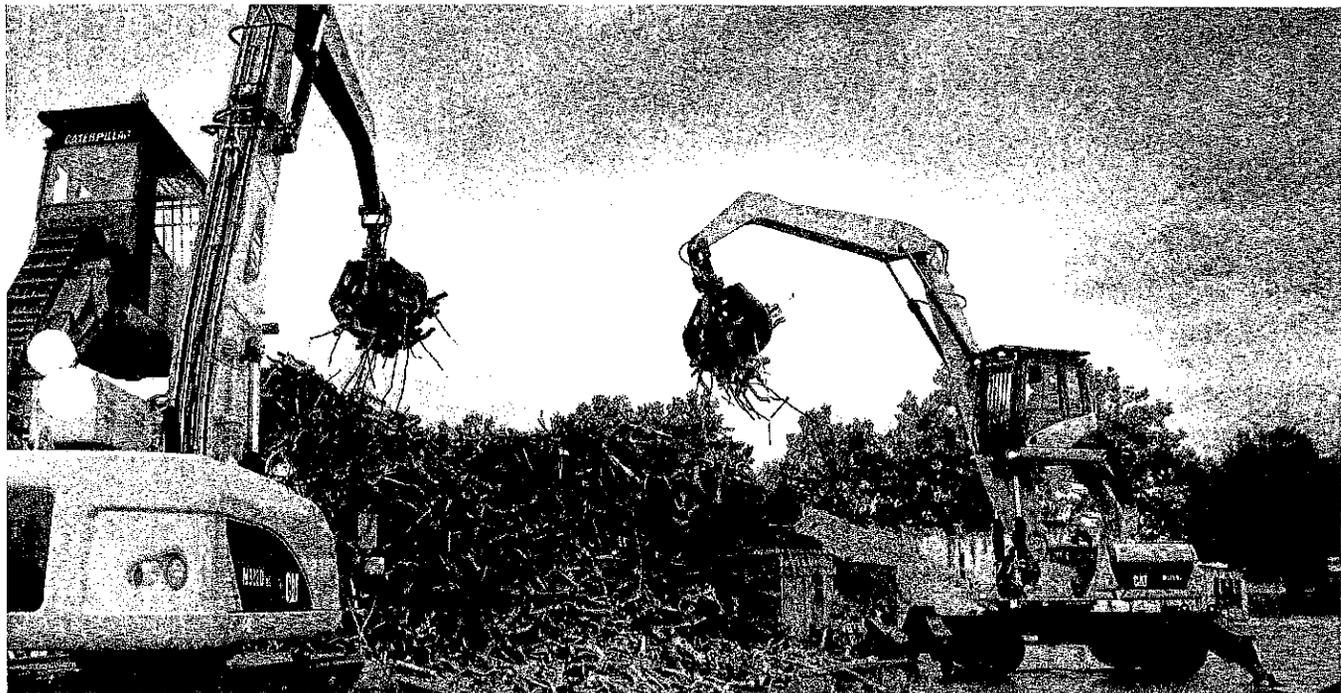
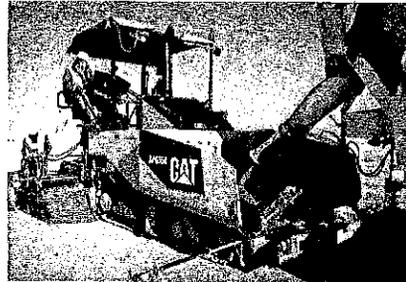
Cat Equipment Protection Plans help you get the most out of your new, used and rebuilt machines by addressing the biggest issues facing you on the job site.

## **Control your costs**

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

## **Maximize your productivity**

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



**Get the expertise you need**

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

**Focus on safety**

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

**Keep pace with regulations**

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

# COVERED COMPONENTS

## PREMIER POWERTRAIN+HYDRAULICS POWERTRAIN

### PREMIER

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

### Engine & Accessories

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

### Engine & Accessories (Continues)

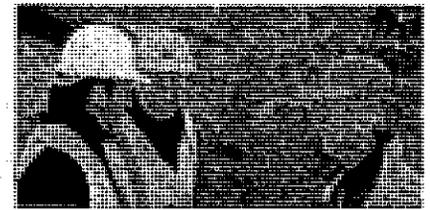
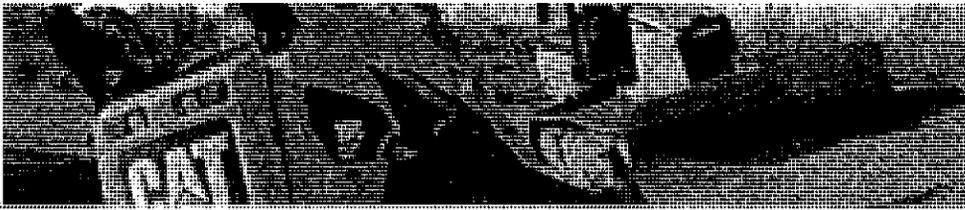
Rocker Shaft Assembly	■
Push Rod	■
Balancer	■
Fuel Pump / Governor Drive	■
Oil Pump	■
Oil Pan Group	■
Fan & Fan Drive	■

### Transmission

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

### Drive Line/Drive Axle

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



## POWERTRAIN+HYDRAULICS

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

### Steering

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

### Hydraulic Systems

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

### Suspension

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

## POWERTRAIN

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

### Braking System

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

### Electrical & Interior

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

### Frames & Linkages

Chassis/Implement Frames	
Weldment	
Carbody	
Main Frame	

### Undercarriage

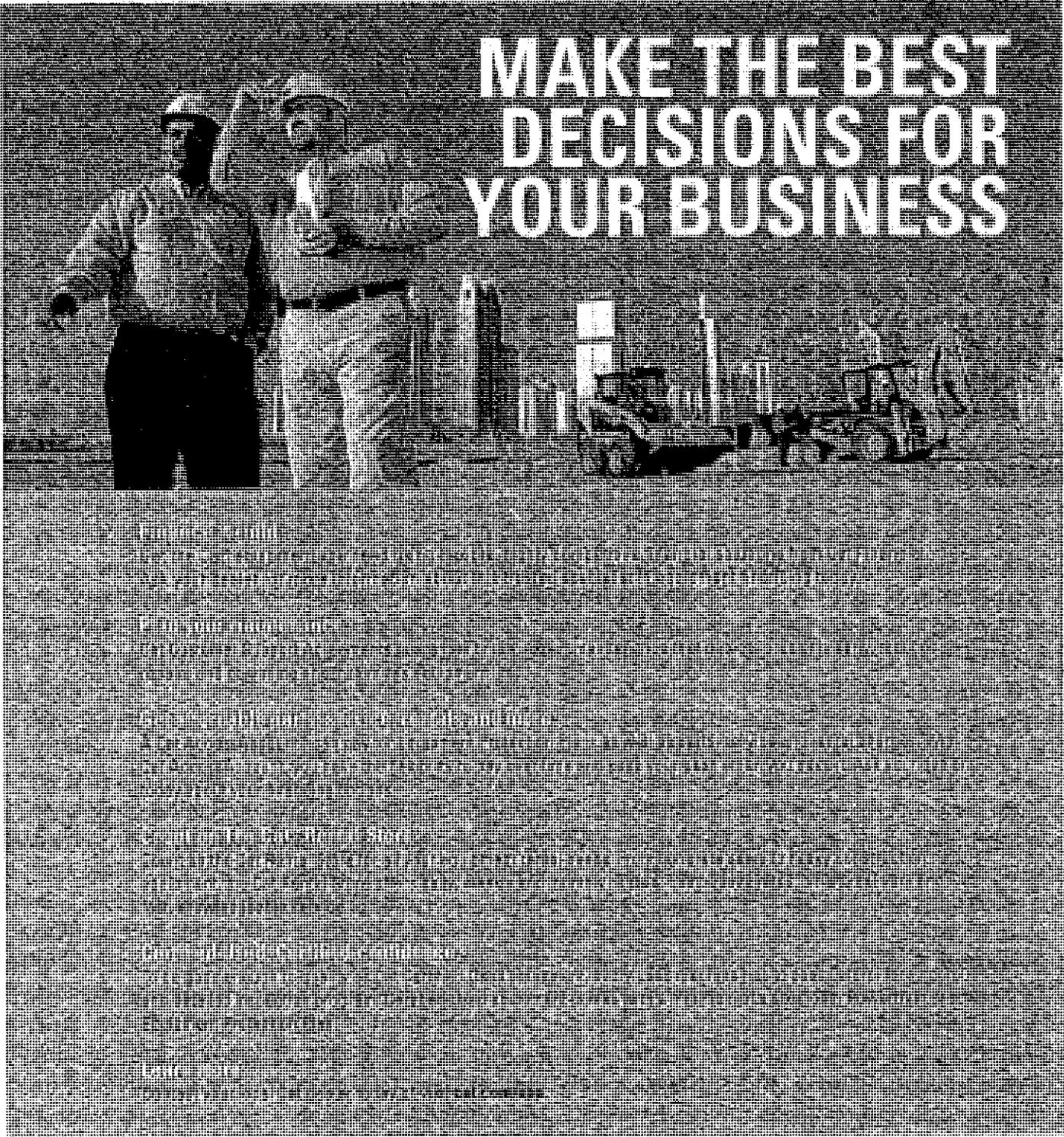
Track Roller Frame	
Track Adjuster	
Recoil Spring	

## CAT EQUIPMENT PROTECTION PLAN EXCLUSIONS

Exclusions are not intended to be included in the plan. Other exclusions include:

Examples of covered and excluded components or items are listed here. For a complete list of excluded components and more information on Cat Equipment Protection Plans, contact your dealer.

# MAKE THE BEST DECISIONS FOR YOUR BUSINESS



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

© 2011 Caterpillar • All Rights Reserved • Printed in USA

AEXQ0500-01

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



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

# CATERPILLAR LIMITED WARRANTY

## New Vocational On-Highway Trucks

### USA & Canada

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

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

This warranty is subject to the following:

#### Warranty Period

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

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

#### Caterpillar Responsibilities

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

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

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

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

#### User Responsibilities

The user is responsible for:

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

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

#### Limitations

Caterpillar is not responsible for:

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

(continued on the reverse side.....)

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

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

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

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

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

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

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

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

# CATERPILLAR LIMITED WARRANTY

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

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

### Warranty Period

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

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

### Caterpillar Responsibilities

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

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

User Allowance for Multi Terrain Loaders and Mini Hydraulic Excavators:

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

User Allowance for Compact Track Loaders:

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

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

### User Responsibilities

The user is responsible for:

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

### Limitations

Caterpillar is not responsible for:

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

*(continued on reverse side....)*

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

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

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

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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

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

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

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

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

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

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

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

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

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

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

# CATERPILLAR LIMITED WARRANTY

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

### Worldwide

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

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

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

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

This warranty is subject to the following:

#### Warranty Period

The warranty period is as specified:

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

#### Caterpillar Responsibilities

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

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

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

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

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

#### User Responsibilities

The user is responsible for:

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

(Continued on reverse side .....)

## Limitations

Caterpillar is not responsible for:

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

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

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

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

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CATERPILLAR LIMITED WARRANTY

## Caterpillar Work Tools

### Worldwide

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

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

This warranty is subject to the following:

#### Warranty Period

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

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

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

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

#### Caterpillar Responsibilities

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

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

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

- Replace lubricating oil, filters, coolant, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor for removal and installation when necessary to make the repair.

#### User Responsibilities

The user is responsible for:

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

- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

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

(continued on the reserve side....)

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

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

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

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

# CATERPILLAR LIMITED WARRANTY

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

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

This warranty does not apply to new replacement engines.

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

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

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

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

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

This warranty is subject to the following:

### Warranty Period

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

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

### Caterpillar Responsibilities

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

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

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

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

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

### User Responsibilities

The user is responsible for:

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

(continued on the reverse side...)

### Limitations

Caterpillar is not responsible for:

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

- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper repair.

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

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

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

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

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

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

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

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

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

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

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

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

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

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

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

# CATERPILLAR LIMITED WARRANTY

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

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

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

This warranty is subject to the following:

### Warranty Period

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

- For all Remanufactured Generator (GenEnds) products in prime or continuous applications the warranty period is 12 months. For standby applications the warranty period is 24 months/1000 hours. For emergency standby applications the warranty period is 24 months/400 hours. All terms begin after date of delivery to the first user.
- For all Remanufactured engines, the warranty period is 6 months (12 months for mobile agricultural and standby electric power generation applications) after date of delivery to the first user.

### Caterpillar Responsibilities

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

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

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

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

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

manufacturers packaged and sold by Caterpillar):

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

For all other products:

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

### User Responsibilities

The user is responsible for:

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

(continue on the reverse side.....)

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

### Limitations

Caterpillar is not responsible for:

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

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

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

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

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

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

**CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

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

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

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

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

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

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

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

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

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

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

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

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

# CITY OF TUCSON

## REQUEST FOR PROPOSAL

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

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

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

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

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

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

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

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

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

### \*\*\*\*NOTICE\*\*\*\*

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

VC/sd

PUBLISH DATE: October 12, 2011

## **INTRODUCTION/ BACKGROUND**

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

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

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

## **NATIONAL CONTRACT REQUIREMENTS**

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

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

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

## TENTATIVE SCHEDULE OF EVENTS

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

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

## SCOPE OF SERVICES

### A. GENERAL REQUIREMENTS

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

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

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

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

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

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

- a. Invoice

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

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

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

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

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

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

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

**B. EQUIPMENT AND PRODUCT REQUIREMENTS:**

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

**Landfill Equipment:**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Material Handling**

Fork Lift  
Crane / Wheeled  
Crane / Track

**Construction Equipment**

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

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

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

## **C. SERVICE REQUIREMENTS**

1. **SERVICES:** The City is interested in inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:
  - a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.
  - b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.  
  
For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires a loaner or rental equipment, at no additional cost, if the machine is down for more than 24 hours.
  - c. **Warranties:** The ability to provide a full range of extended warranties.
  - d. **Financing Options:** The ability to provide financing options.
  - e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.
  - f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.
  - g. **Small Business Program:** The ability to incorporate small business enterprises into your distribution, sales and product offerings.
  - h. **Green/Sustainability Program:**
    1. Policies: Efforts and policies pertaining to green and sustainability.
    2. Products: Impact on product offerings.
    3. Distribution: Impact in distribution.
    4. Certifications: The industry recognized certifications and standards obtained.
  - i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.
  - j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.
  - k. **Other Services/Options:** Other value-add services not included in above categories.

## INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

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

**City:** The City of Tucson, Arizona

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

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

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

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

**May:** Indicates something that is not mandatory but permissible.

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

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

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

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

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

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

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

### 6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.

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

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

## **PROPOSAL EVALUATION REQUIREMENTS**

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

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

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

#### **A. Method of Approach**

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

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

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

## **B. Price Proposal**

1. Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.  
  
The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.
2. The City's expectation is that the proposed pricing will not include freight. Based on your distribution network, explain how freight is calculated.
3. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.
4. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
5. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

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

**C. Qualifications and Experience**

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

**III. GENERAL**

**A. Shortlist:**

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

**B. Interviews/Demonstrations:**

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

**C. Additional Investigations:**

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

**D. Prior Experience:**

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

**E. Multiple Awards:**

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

## SPECIAL TERMS AND CONDITIONS

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

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

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

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

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

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

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

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.
- Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.
- The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

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

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

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

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

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

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

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

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

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

## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

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

For clarification of this offer, contact:

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

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

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

**CITY OF TUCSON**, a municipal corporation

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2011.

Awarded this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
As Tucson City Attorney and not personally

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

# ATTACHMENT A



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

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

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

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

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

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

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

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

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

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

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

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

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

**1.2 Marketing and Administrative Support**

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

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

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

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

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

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

E. Training sessions for Supplier teams

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

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

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

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

**1.3 Estimated Volume**

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

**1.4 Award Basis**

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

**1.5 Objectives of Cooperative Program**

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

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

**2.0 REPRESENTATIONS AND COVENANTS**

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

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

**2.1 Corporate Commitment**

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

**2.2 Pricing Commitment**

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

**2.3 Sales Commitment**

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

**3.0 SUPPLIER QUALIFICATIONS**

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

**3.1 Company**

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

**3.2 Distribution, Logistics**

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

**3.3 Marketing and Sales**

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

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

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

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

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

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

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company (“National IPA”), and \_\_\_\_\_ (herein “Supplier”).

**RECITALS**

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

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

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

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

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

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

**DEFINITIONS**

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

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

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

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

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

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

**TERM OF AGREEMENT**

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

**NATIONAL PROMOTION**

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

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

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

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

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

**QUARTERLY FEES & MONTHLY REPORTING**

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

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

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

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

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

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

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

**GENERAL PROVISIONS**

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

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

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

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

A. National Intergovernmental Purchasing Alliance Company  
National IPA  
Attn: President  
1600 Westgate Circle  
Suite 275  
Brentwood, TN 37027

B. Principal Procurement Agency

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

C. Supplier

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

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

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

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

**RECITALS**

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

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT**

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages and Boroughs including but not limited to:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR

CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF REDMOND, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON

**Counties and Parishes including but not limited to:**

ASCENSION PARISH, LA  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR

COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**Other Agencies including Associations, Boards, Districts, Commissions, Councils, Public Corporations, Public Development Authorities, Reservations and Utilities including but not limited to:**

BEND METRO PARK AND RECREATION DISTRICT  
BOARDMAN PARK AND RECREATION DISTRICT

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
MEDFORD WATER COMMISSION  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
PORTLAND DEVELOPMENT COMMISSION, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 including but not limited to:**

BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT

HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
NEAH-KAH-NIE DISTRICT NO.56  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH WASCO CTY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT NO.32

**Higher Education**

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
DEVRY UNIVERSITY - PORTLAND  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERISTY

**State Agencies**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY

OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED  
SERVICES**

DATE ISSUED: NOVEMBER 3, 2011

The referenced document has been modified as per the attached Amendment No. Two (2).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

VC/swb

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,  
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION**  
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639  
[www.tucsonprocurement.com](http://www.tucsonprocurement.com)

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.:120377  
RFP AMENDMENT NO.: TWO(2)  
PAGE 1 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

**Pursuant to the Pre-Proposal Conference on Friday, October 27, 2011, this Request for Proposal is hereby modified as follows:**

1. The City of Tucson has posted Request for Proposal 130377 in Microsoft Word version on our website at [http://www.tucsonprocurement.com/bidders\\_bidopportunities.aspx?Orderby=ContractNum](http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)
2. **Due Date:** The Due Date has changed to **Wednesday, November 16, 2011**. Time and location remain the same.
3. Page 2, Introduction/Background, first paragraph, second sentence, Change sentence to read as follows: "The City requires a contractor who provides a diverse and extensive supply of equipment for purchase, **lease** and/or rental to various locations in the Tucson metropolitan area.
4. Page 3, Tentative Schedule of Events, Replace the original schedule with the following (changes are indicated in **bold**):

Activity	Estimated Finish Date of Activity
RFP Published	October 12, 2011
Pre-proposal conference	October 27, 2011
Proposal due date	<b>November 16, 2011</b>
Review of Proposals by Evaluation Committee and Reference Checks	<b>November 17, 2011 – January 13, 2012</b>
Vendor Interview	<b>December 15-16, 2011</b>
Evaluation Committee's recommendation	<b>January 13, 2012</b>
Final negotiation completed	<b>January 19, 2012</b>
Contract award	<b>January 20, 2012</b>

5. Scope of Work, Section A. General Requirements
  - a. Page 4, Item 6. Repairs, Replace this section with the following: If the vehicle requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the purchasing agency. Transport of the vehicle will not be delayed more that one working day from date of notification.

For the City of Tucson, repair work can be performed on City of Tucson premises. The City's Fleet Services has agreed to offer a service bay in the maintenance facility.

- b. Page 4, Item 8. Vendor Service and Maintenance, second paragraph, Replace entire paragraph with the following "For the City of Tucson, the parts and service facility must be within City of Tucson metropolitan area."

# REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

REQUEST FOR PROPOSAL NO.: 120377  
RFP AMENDMENT NO.: TWO (2)  
PAGE 2 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

6. Scope of Work, Section B. Equipment and Product Requirements

a. Item 1, Equipment, Replace the original heavy equipment categories with the following:

**Landfill Equipment**

Landfill Dozers  
Landfill Compactors  
Landfill Scraper

**Construction Equipment**

Articulated Dump Truck  
Dozers / Tracked  
Dozers / Wheeled  
Dump Trucks  
Excavators / Tracked  
Excavators / Wheeled  
Loaders / Backhoe / Wheeled  
Loaders / Tracked  
Loaders / Wheeled  
Motor Graders  
Scrapers  
Skid Steer Loaders  
Soil Compactors  
Trencher  
Water Truck  
Water Wagon

**Material Handling**

Crane / Track  
Crane / Wheeled  
Fork Lift-Straight Mast  
Fork Lift – Telescopic-Forward / High  
Reach

**Pavement Repair/Maintenance**

Asphalt Cold Planer  
Asphalt Rotary Mixer  
Bituminous Distribution Truck  
Chip Spreader  
Crack Sealer  
Patcher Truck  
Paver / Tracked  
Paver / Wheeled  
Rollers / Drum / Wheeled  
Rollers / Drum / Vibrate  
Rollers / Wheeled / Pneumatic

**Sweepers**

Sweeper / Scrubber  
Sweeper / Street  
Sweeper / Walkway

**Transport**

Trailer / Drop Neck  
Trailer / Flatbed  
Trailer / Tilt  
Trailer / Utility

**Miscellaneous**

Air Compressor  
Bucket Truck  
Cement Mixer  
Generator / Power Systems  
Ice Resurfacer  
Tractor / Boom Mower

7. Scope of Work, Section C. Service Requirements

a. Item k, Change section to read: "Lease/Rental: The ability to lease/rent heavy equipment through the manufacturer or dealer."

# REQUEST FOR PROPOSAL AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: NOVEMBER 3, 2011

**REQUEST FOR PROPOSAL NO.: 120377**  
RFP AMENDMENT NO.: TWO (2)  
PAGE 3 of 3  
RFP DUE DATE: NOVEMBER 16, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

8. Proposal Evaluation Requirements
  - a. Page 10, Section II., A. 2., Add Item e. Describe your shipping process including how equipment is shipped to the customer and how shipping charges are assessed (region, zone, zip code, etc.). It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.
  - b. Page 12, Section B. Price Proposal, Item 1, Add the following:
    - i. Offerors should include pricing for their entire heavy equipment line based upon the categories stated above and not just for the specific pieces of equipment listed.
    - ii. To allow for ordering flexibility, equipment that is mounted to a chassis, Offerors should provide separate pricing structure for the chassis and the truck as well as a total price or price structure for the complete piece of equipment.
  - c. Page 14, Section III, Item B., Change section to read: "Interview: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process."
9. Page 15, Item 3, FOB Destination Freight Prepaid, Clarification, It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**CITY OF TUCSON**  
**DEPARTMENT OF PROCUREMENT**

REQUEST FOR PROPOSAL NO. 120377

**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED  
SERVICES**

DATE ISSUED: OCTOBER 18, 2011

The referenced document has been modified as per the attached Amendment No. One (1).

**Please sign this Amendment where designated and return the executed copy with the submission of your proposal.** This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Victoria Cortinas, C.P.M., CPPB, Principal Contract Officer at (520) 837-4140.

# REQUEST FOR PROPOSAL AMENDMENT

**CITY OF TUCSON DEPARTMENT OF PROCUREMENT**  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4140  
ISSUE DATE: OCTOBER 18, 2011

**REQUEST FOR PROPOSAL NO.: 120377**  
RFP AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
RFP DUE DATE: NOVEMBER 14, 2011 @ 4:00 P.M., LOCAL AZ TIME  
CONTRACT OFFICER: VICTORIA CORTINAS

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.  
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

This Request for Proposal is hereby modified as follows:

1. The location of the Pre-Proposal Conference has changed to City of Tucson, Public Works Building, 201 N. Stone Avenue, 4<sup>th</sup> Floor North Conference Room, Tucson, AZ 85701. The appointment time of 9:00 a.m. Arizona time remains the same.

Please note: There are two parking garages in the vicinity of the Public Works Building. One is just west of the Public Works Building and the other is across the street at the Pima Main Library with both entrances off Alameda Street.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.  
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: AUGUST 16, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: ONE (1)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

The referenced contract has been amended to add the following:

The Caterpillar product line has been expanded to include the D9 and D10 model Track-Type Tractors.

The attached Caterpillar Equipment Discount structure and Equipment Freight matrix dated 08/09/12 hereby replaces the discount structure and freight matrix included in Attachment A of the contract.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
\_\_\_\_\_  
Signature Date  
Jason Walker - Governmental Sales

\_\_\_\_\_  
Typed Name and Title  
Caterpillar

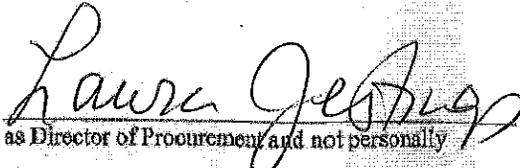
\_\_\_\_\_  
Company Name  
100 NE Adams

\_\_\_\_\_  
Address  
Walker Jason\_C@cat.com

\_\_\_\_\_  
Email Address  
Peoria IL 61629

\_\_\_\_\_  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 29 DAY  
OF Aug, 2012, AT TUCSON, ARIZONA.

  
\_\_\_\_\_  
as Director of Procurement and not personally

# Caterpillar Equipment Discounts

Machines	New Equipment	Used Equipment
<b>Track Type Tractors</b>	<b>Discount off List</b>	<b>Discount from original List</b>
D3K	25.00%	20.0%
D4K	24.00%	20.0%
D5K	25.00%	20.0%
D6K	24.00%	20.0%
D6N	24.00%	20.0%
D6T	24.00%	20.0%
D7R	22.00%	20.0%
D7E	22.00%	20.0%
D8T	22.00%	20.0%
D9T	10.00%	20.0%
D10T	10.00%	20.0%
<b>Motor Graders</b>		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
140M2	33.00%	20.0%
160M	33.00%	20.0%
160M2	33.00%	20.0%
14M	23.00%	20.0%
<b>Excavators</b>		
300.9	17.50%	20.0%
301.5	17.50%	20.0%
301.8	17.50%	20.0%
302.5	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
307	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
315	25.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%

324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
330	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
<b>Wheeled Excavators</b>		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
<b>Backhoe Loaders</b>		
414	21.00%	20.0%
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
<b>Wheel Tractor Scrapers</b>		
613	15.00%	20.0%
615	17.00%	20.0%
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
<b>Towed Scrapers</b>		
TS180	15.00%	20.0%
TS220	15.00%	20.0%
<b>Articulated Trucks</b>		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
<b>Landfill Compactors</b>		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
<b>Wheel Dozers</b>		
814	15.00%	20.0%
824	15.00%	20.0%

<b>Wheel Loaders</b>		
904	24.00%	20.0%
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
928	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
<b>Integrated Tool Carriers</b>		
IT14	26.00%	20.0%
IT38	26.00%	20.0%
IT62	21.00%	20.0%
<b>Track Loaders</b>		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
<b>Skid Steer Loaders</b>		
216B2	16.00%	20.0%
216B3	16.00%	20.0%
226B2	16.00%	20.0%
226B3	16.00%	20.0%
232B2	16.00%	20.0%
236B2	16.00%	20.0%
236B3	16.00%	20.0%
242B2	16.00%	20.0%
242B3	16.00%	20.0%
246C	16.00%	20.0%
252B2	16.00%	20.0%
252B3	16.00%	20.0%
256C	16.00%	20.0%
262C	16.00%	20.0%
272C	16.00%	20.0%
<b>Multi-Terrain Loaders</b>		
227C	16.00%	20.0%
247B2	16.00%	20.0%
247B3	16.00%	20.0%
257B2	16.00%	20.0%
257B3	16.00%	20.0%
277C	16.00%	20.0%

287C	16.00%	20.0%
297C	16.00%	20.0%
<b>Compact Track Loaders</b>		
259B3	16.00%	20.0%
279C	16.00%	20.0%
289C	16.00%	20.0%
299C	16.00%	20.0%
<b>Pavers</b>		
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP800	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
<b>Reclaimers</b>		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
<b>Cold Planners</b>		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
<b>Rollers</b>		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CB434	16.00%	20.0%
CB534	16.00%	20.0%
CB564	16.00%	20.0%
CD54	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CP44	14.00%	20.0%
CP56	14.00%	20.0%
CP64	14.00%	20.0%
CP76	14.00%	20.0%
CP323	14.00%	20.0%
CP433	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%

CS56	14.00%	20.0%
CS64	14.00%	20.0%
CS74	14.00%	20.0%
CS76	14.00%	20.0%
CS323	14.00%	20.0%
CS423	14.00%	20.0%
CS433	14.00%	20.0%
PS150	16.00%	20.0%
PS360	16.00%	20.0%
<b>Vocational Trucks</b>		
CT660	23.00%	
<b>Worktools</b>	15.00%	

# Caterpillar Equipment Freight Matrix

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product: NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK  
 DE, MD RI, MA, CT KY, TN MI, IL SC, AL ND, SD WY, UT ID, MT AZ MO, IA LA, AK, MS

ASPIRATORS												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
AP500	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP555	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP650	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP800	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1050	6	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642

SOLID COMPACTORS												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CB114	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB434	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB534	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB564	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CDS4	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

SOIL COMPACTORS												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	RI, MA, CT	VA, WV, NC	KY, TN	OH, IN,	MI, IL	FL, GA	WI, MN,	ND, SD	CO, NM	WY, UT	ID, MT	WA, OR	CA, NV	AZ	MO, IA, LA, AK, MS	NE, KS	TX, OK
CS56	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CS64	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CS74	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CS76	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CS323	\$3,210	\$4,426	\$2,818	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424	\$3,943	\$1,466	\$2,424	\$3,943	\$1,466	\$2,424	\$3,943
CS423	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CS433	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CP56	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CP64	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CP76	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492
CP323	\$3,210	\$4,426	\$2,818	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424	\$3,943	\$1,466	\$2,424	\$3,943	\$1,466	\$2,424	\$3,943
CP433	\$3,644	\$4,993	\$3,209	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492	\$1,645	\$2,771	\$4,492

Trailer Type Factors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D4K	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D6K	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D6N	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D6T	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D7R	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448	\$7,800
D8T	4	\$6,792	\$9,180	\$6,690	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800	\$11,354
D9T	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10T	4	\$12,663	\$24,242	\$15,194	\$10,382	\$23,247	\$16,187	\$23,352	\$31,429	\$32,036	\$11,855	\$19,870

Regional Tool Centers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
NJPT Contract	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product: NY, PA, NJ VT, NH, ME VA, WV, NC OH, IN, FL, GA WI, MN, CO, NM WA, OR CA, NV NE, KS TX, OK  
 DE, MD RI, MA, CT KY, TN MI, IL SC, AL ND, SD WY, UT ID, MT AZ MO, IA, LA, AK, MS

IT62 3 \$3,101 \$5,015 \$3,319 \$3,257 \$3,654 \$6,436 \$8,813 \$11,541 \$10,739 \$6,142 \$6,515

Wheel Loader Excavators

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230
	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
M325	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394

Gold Panners

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536

Pneumatic Compactors

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

Rotary Mixers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529

Lower Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712

Motor Graders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPM	1	1	2	3	4	5	6	7	8	9	10	11

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	RI, MA, CT	VA, WV, NC	OH, IN, MI, IL	FL, GA	WI, MN, ND, SD	CO, NM	WY, UT	WA, OR	CA, NV	NE, KS	MO, IA, LA, AK, MS	TX, OK
12	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948	\$2,113	\$3,948	\$3,948
14	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774	\$2,556	\$4,774	\$4,774
120	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820	\$2,045	\$3,820	\$3,820
140	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948	\$2,113	\$3,948	\$3,948
160	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966	\$2,140	\$3,966	\$3,966

Standard Seed loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Mini Grain loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
227	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Combo Tractor loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJP 289 Contract	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	Hydraulic Excavators											
			NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK	
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
300 9	5	1	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11	2	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
301 4	5	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11	4	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
301 5	5	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11	6	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
301 8	5	7	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11	8	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
302 5	5	9	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11	10	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
303	5	11	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11		\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
303 5	5		\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426	
	11		\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561	
304	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
305	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
305 5	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
307	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
308	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
311	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
312	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
314	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
315	5		\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	
	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	
NJPA Contract	11		\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861	

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NY, PA, NJ	VT, NH, ME	RI, MA, CT	VA, WV, NC	KY, TN	OH, IN,	MI, IL	SC, AL	FL, GA	WI, MN,	ND, SD	CO, NM	WY, UT	WA, OR	ID, MT	CA, NV	AZ	MO, IA, LA, AK, MS	NE, KS	TX, OK					
318	5	\$4,968	\$6,750	\$6,750	\$3,838	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
319	5	\$4,968	\$6,750	\$6,750	\$3,838	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
320	5	\$4,968	\$6,750	\$6,750	\$3,838	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
321	5	\$4,968	\$6,750	\$6,750	\$3,838	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
322	5	\$3,312	\$4,500	\$4,500	\$2,558	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
324	5	\$3,312	\$4,500	\$4,500	\$2,558	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810	\$6,847	\$9,727	\$6,808	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
325	4	\$5,910	\$8,644	\$8,644	\$4,925	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482	\$5,910	\$8,644	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
328	4	\$5,910	\$8,644	\$8,644	\$4,925	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482	\$5,910	\$8,644	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	4	\$5,910	\$8,644	\$8,644	\$4,925	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482	\$5,910	\$8,644	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
330	4	\$6,612	\$9,671	\$9,671	\$5,510	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253	\$6,612	\$9,671	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
336	4	\$6,612	\$9,671	\$9,671	\$5,510	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253	\$6,612	\$9,671	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	4	\$7,934	\$11,605	\$11,605	\$6,612	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704	\$7,934	\$11,605	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	4	\$7,934	\$11,605	\$11,605	\$6,612	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704	\$7,934	\$11,605	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

Backhoe Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

Wheel Loader Scrapers

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
613	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878
615	4	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	4	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
NJP62	4	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	

Article #	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
730	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926

Article #	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

Article #	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

Article #	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
907	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NPPA Contract	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:		NV, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	ND, SD	CO, NM	WA, OR	CA, NV	NE, KS	MO, IA, LA, AK, MS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	NE, KS	MO, IA, LA, AK, MS	TX, OK	
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861		
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699		
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233		
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861		
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699		
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665		
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665		
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665		
938	4	\$3,445	\$5,044	\$3,161	\$1,847	\$4,860	\$3,384	\$4,882	\$7,441	\$7,585	\$2,466	\$4,154		
950	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223		
962	4	\$3,502	\$5,128	\$3,214	\$1,878	\$4,942	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223		
966	4	\$3,686	\$5,497	\$3,445	\$2,014	\$5,298	\$3,689	\$5,321	\$8,111	\$8,267	\$2,687	\$4,529		
972	4	\$4,226	\$6,186	\$3,877	\$2,266	\$5,962	\$4,152	\$5,988	\$9,128	\$9,304	\$3,025	\$5,096		
980	4	\$10,420	\$15,326	\$8,072	\$8,836	\$9,197	\$5,656	\$7,459	\$16,340	\$17,464	\$4,386	\$8,654		

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: OCTOBER 26, 2012

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: TWO (2)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to add the following changes to the Dealer Services Section of the contract:

**SCOPE OF SERVICES**, Page 4 of 13, Dealer Services, last paragraph shall be replaced with the following 2 paragraphs:

For additional dealer services, agencies should contact their local participating dealer for accessories, parts, services, and other non-CAT heavy equipment. Pricing for non-CAT accessories, parts or equipment are determined by each local participating dealer.

In the event a heavy-equipment solution is not offered by Caterpillar, the local participating dealer may offer non-CAT heavy equipment to help meet the heavy-equipment needs of the agency. By offering the non-Cat equipment, the local participating dealer shall assume and be responsible for all contractual obligations outlined in Contract #120377 for said items.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 11/1/2012

Jason Walker -- Governmental Sales

Typed Name and Title

Caterpillar

Company Name

100 NE Adams

Address

Walker\_jason\_c@cat.com

Email Address

Peoria Illinois 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 2 DAY  
OF Nov, 2012, AT TUCSON, ARIZONA.

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: JANUARY 4, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: THREE (3)  
PAGE 1 of 1  
SD  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure with 2013 model changes as well as changes to the freight matrix:

PARTICIPANT DISCOUNT PAGES AND FREIGHT MATRIX, shall be replaced with the attached discount pages freight matrix dated 01/01/2013.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

[Signature] 1-7-2013  
Signature Date

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

CATERPILLAR  
Company Name

100 NE ADAMS  
Address

WALKER - JASON - C @ CAT.COM  
Email Address

PEORIA IL 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 8 DAY OF Jan, 2013, AT TUCSON, ARIZONA.

[Signature]  
As Director of Procurement and not personally

## 2013 Contract #120377 Participant Discounts (1/1/13)

Machine Models**	New Machine Minimum Discounts	Used Machine Minimum Discounts
<b>Asphalt Pavers</b>		
AP255	16%	20%
AP500	16%	20%
AP555	16%	20%
AP600	16%	20%
AP655	16%	20%
AP800	16%	20%
AP1000	16%	20%
AP1055	16%	20%
<b>Asphalt Compactors</b>		
CB14	16%	20%
CB22	16%	20%
CB24	16%	20%
CB32	16%	20%
CB34	16%	20%
CB44	16%	20%
CB54	16%	20%
CB64	16%	20%
CB434	16%	20%
CC24	16%	20%
CC34	16%	20%
CD44	16%	20%
CD54	16%	20%
<b>Soil Compactors</b>		
CS44	14%	20%
CS54	14%	20%
CS56	14%	20%
CS64	14%	20%
CS74	14%	20%
CS76	14%	20%
CS433	14%	20%
CP44	14%	20%
CP54	14%	20%
CP56	14%	20%
CP64	14%	20%
CP76	14%	20%
CP433	14%	20%

<b>Track Type Tractors</b>			
D3	25%	20%	
D4	24%	20%	
D5	25%	20%	
D6	24%	20%	
D7	22%	20%	
D8	22%	20%	
D9	10%	20%	
D10	10%	20%	
<b>Integrated Tool Carriers</b>			
IT14	26%	20%	
IT62	21%	20%	
<b>Wheeled Excavators</b>			
M313	35%	20%	
M315	32%	20%	
M316	35%	20%	
M318	32%	20%	
M322	35%	20%	
<b>Cold Planners</b>			
PM102	14%	20%	
PM200	14%	20%	
PM201	18%	20%	
<b>Pneumatic Compactors</b>			
PS150	16%	20%	
PS360	16%	20%	
<b>Rotary Mixers</b>			
RM300	14%	20%	
RM500	14%	20%	
<b>Motor Graders</b>			
12	33%	20%	
120	37%	20%	
140	33%	20%	
160	33%	20%	
14	23%	20%	
<b>Skid Steer Loaders</b>			
216	16%	20%	

226	16%	20%	
232	16%	20%	
236	16%	20%	
242	16%	20%	
246	16%	20%	
252	16%	20%	
262	16%	20%	
272	16%	20%	
<b>Multi-Terrain Loaders</b>			
247	16%	20%	
257	16%	20%	
277	16%	20%	
287	16%	20%	
<b>Compact Track Loaders</b>			
259	16%	20%	
279	16%	20%	
289	16%	20%	
299	16%	20%	
<b>Excavators</b>			
300.9	17.5%	20%	
301.4	17.5%	20%	
301.5	17.5%	20%	
301.6	17.5%	20%	
301.7	17.5%	20%	
301.8	17.5%	20%	
302.4	17.5%	20%	
302.5	17.5%	20%	
302.7	17.5%	20%	
303	17.5%	20%	
303.5	17.5%	20%	
304	17.5%	20%	
305	17.5%	20%	
305.5	17.5%	20%	
307	17.5%	20%	
308	17.5%	20%	
311	24%	20%	
312	21%	20%	
314	25%	20%	
315	25%	20%	
318	22%	20%	
319	22%	20%	

320	18%	20%	
321	18%	20%	
324	18%	20%	
328	18%	20%	
329	18%	20%	
330	18%	20%	
336	18%	20%	
349	12%	20%	
<b>Backhoe Loaders</b>			
416	21%	20%	
420	21%	20%	
430	21%	20%	
450	21%	20%	
<b>Wheel Tractor Scrapers</b>			
613	15%	20%	
615	17%	20%	
621	16%	20%	
623	17%	20%	
627	16%	20%	
<b>Articulated Trucks</b>			
725	14%	20%	
730	14%	20%	
735	14%	20%	
740	14%	20%	
<b>Wheel Dozers</b>			
814	15%	20%	
824	15%	20%	
<b>Landfill Compactors</b>			
816	27%	20%	
826	27%	20%	
836	18%	20%	
<b>Wheel Loaders</b>			
906	25%	20%	
907	25%	20%	
908	25%	20%	
914	26%	20%	
924	26%	20%	
928	26%	20%	

930	26%	20%	
938	26%	20%	
950	24%	20%	
962	24%	20%	
966	21%	20%	
972	16%	20%	
980	12%	20%	
<b>Track Loaders</b>			
953	20%	20%	
963	23%	20%	
973	23%	20%	
<b>Vocational Trucks</b>			
CT660	23%	N/A	
<b>Worktools</b>	15%	N/A	

\*\*The models listed represent the most current offerings however depending on dealer inventory and new factory releases additional models within the respective product families may be available. Please contact the local dealer for actual model availability.

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

Shipping Zones - Based on Destination States

Product:	Shipping Zones - Based on Destination States											
	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK	
	DE, MD	RI, MA, CT	KY, TN	Mi, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS		
<b>Asphalt Pavers</b>												
Unit	1	2	3	4	5	6	7	8	9	10	11	
Ship From												
AP255	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214	
AP500	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214	
AP555	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570	
AP600	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214	
AP650	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214	
AP655	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570	
AP800	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570	
AP1000	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570	
AP1050	\$5,760	\$8,322	\$5,958	\$4,650	\$6,942	\$3,060	\$5,472	\$7,002	\$7,506	\$4,162	\$6,600	
AP1055	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642	
<b>Asphalt Compactors</b>												
Unit	1	2	3	4	5	6	7	8	9	10	11	
Ship From												
CB14	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB22	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB24	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB32	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424	
CB34	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424	
CB54	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB64	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB434	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB534	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CB564	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CC24	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CC34	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424	
CD44	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CD54	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
<b>Soil Compactors</b>												
Unit	1	2	3	4	5	6	7	8	9	10	11	
Ship From												
CS44	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CS54	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
CS56	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	
NJPA Contract	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	

LANDSTAR - ELEVEN SHIPPING ZONES: Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, AK, MS	
CS74	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS76	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS323	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CS423	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS433	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP44	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP64	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP76	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP323	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CP433	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

Track Type Tractors

Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
D3K	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	5										
D4K	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11										
D5K	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	5										
D6K	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11										
D6N	\$3,809	\$5,175	\$2,942	\$4,364	\$1,314	\$6,527	\$6,969	\$9,296	\$9,061	\$5,724	\$3,232
	5										
D6T	\$5,250	\$7,458	\$5,219	\$4,943	\$3,232	\$5,128	\$4,899	\$6,917	\$6,260	\$3,767	\$3,290
	11										
D7R	\$4,906	\$6,624	\$4,796	\$2,795	\$5,796	\$4,644	\$7,121	\$9,722	\$9,294	\$3,036	\$5,658
	4										
D7E	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
	4										
D8T	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
	4										
D9T	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
	4										
D10T	\$8,321	\$15,931	\$9,984	\$6,823	\$15,277	\$10,637	\$15,346	\$20,653	\$21,052	\$7,790	\$13,058
	4										

Integrated Tool Carriers

Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
IT14	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
	3										
IT38	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
	3										
IT62	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515
	3										

WIPAC Excavators

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Unit	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
			DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
			1	2	3	4	5	6	7	8	9	10	11
M313	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,230	\$2,976
M315	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307	\$3,013
M316	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323	\$3,030
M318	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506	\$3,114
M322	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583	\$3,394
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394	
<b>Cold Planners</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536	\$6,536
<b>Pneumatic Compactors</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PS150	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$2,771
PS360	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771	\$2,771
<b>Rotary Mixers</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529	\$4,529
<b>Towed Scrapers</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
TS180	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712	\$3,712
TS220	4	\$2,939	\$3,828	\$3,476	\$1,801	\$4,339	\$1,974	\$4,059	\$4,963	\$5,194	\$2,213	\$3,712	\$3,712
<b>Motor Graders</b>													
	Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948	\$3,948
NJPA	Contract	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$2,140	\$3,966	\$3,966

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
<b>Skid Steer Loaders</b>											
Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
216	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
232	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
246	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
248	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
252	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
256	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
262	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
268	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Multi Terrain Loaders**

Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
227	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
247	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
267	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
297	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Compact Track Loaders**

Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
259	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Hydraulic Excavators**

Unit	1	2	3	4	5	6	7	8	9	10	11
Ship From											
300.9	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
301.4	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
NJIPA Contract	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
301.5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.6	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.8	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.4	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303.5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
304	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
307	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
308	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
312	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
313	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
NJPA Contract	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ		VT, NH, ME		VA, WV, NC		OH, IN,		FL, GA		WI, MN,		CO, NM		WA, OR		CA, NV		NE, KS		MO, IA, LA, AK, MS		TX, OK		
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	WY, UT	ND, SD	WY, UT	WY, UT	WY, UT	WY, UT	WY, UT									
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014
315	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014
316	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022
318	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022
319	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022
320	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022
321	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$8,514	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125	\$11,819	\$9,090	\$12,125
11	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$6,689	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022	\$8,165	\$6,390	\$9,022
322	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014
324	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$5,676	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083	\$7,879	\$6,060	\$8,083
11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$4,459	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014	\$5,443	\$4,260	\$6,014
325	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$8,182	\$7,831	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865
328	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$8,182	\$7,831	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865
329	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$8,182	\$7,831	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865	\$12,853	\$8,182	\$12,865
330	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$9,155	\$8,762	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395
336	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$9,155	\$8,762	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395	\$14,382	\$9,155	\$14,395
345	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$10,986	\$7,547	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274
349	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$10,986	\$7,547	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274	\$17,258	\$10,986	\$17,274

**Backhoe Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
414	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
416	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	3	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Wheel Tractor Scrapers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contract	4	\$2,472	\$3,698	\$2,040	\$1,460	\$3,190	\$2,602	\$3,571	\$4,843	\$5,052	\$1,950	\$2,878

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA, LA, AK, MS	
615	\$4,639	\$6,792	\$4,256	\$2,488	\$6,545	\$4,558	\$6,574	\$10,020	\$10,214	\$3,320	\$5,594
621	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447

**Articulated Trucks**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
725	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
730	5	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$1,368	\$6,415	\$6,583
740	5	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
	5	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
	11	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
	5	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
	11	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926

**Wheeled Dozers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
814	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Landfill Compactors**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
816	4	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	4	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	4	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Wheel Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
904	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
904	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
904	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
906	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
906	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
906	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
NIPAC Contract	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	VA, WV, NC	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA LA, AK, MS
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
907	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
908	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
908	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$2,789	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
914	9	\$4,565	\$6,485	\$4,538	\$4,298	\$9,559	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
914	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
928	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$3,178	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,962	\$5,800	\$3,635	\$2,124	\$5,589	\$3,892	\$5,614	\$8,557	\$8,723	\$2,836	\$4,778
950	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
962	4	\$4,027	\$5,897	\$3,696	\$2,160	\$5,683	\$3,956	\$5,708	\$8,700	\$8,868	\$2,883	\$4,856
966	4	\$4,239	\$6,322	\$3,962	\$2,316	\$6,093	\$4,242	\$6,119	\$9,327	\$9,507	\$3,090	\$5,208
972	4	\$4,860	\$7,114	\$4,459	\$2,605	\$6,856	\$4,775	\$6,886	\$10,498	\$10,699	\$3,479	\$5,861
980	4	\$11,983	\$17,625	\$9,283	\$10,161	\$10,577	\$6,504	\$8,578	\$18,791	\$20,084	\$5,044	\$9,952
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
963	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
973	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
973	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
973	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
973	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	11	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MARCH 12, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FOUR (4)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

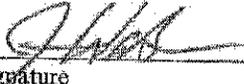
THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2013 through April 30, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 3-12-2013

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 18 DAY  
OF March, 2013, AT TUCSON, ARIZONA.

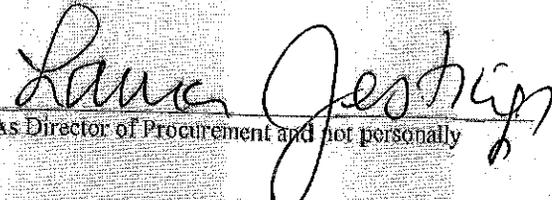
Jason Walker - Governmental Sales  
Typed Name and Title

Caterpillar Inc.  
Company Name

100 NE Adams  
Address

walker.jason@cat.com  
Email Address

Peoria Illinois 61629-1345  
City State Zip

  
As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: MAY 29, 2013

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: FIVE (5)  
PAGE 1 of 1  
JM

CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the discount pricing structure and model changes for Caterpillar Generators.

The Caterpillar Generator participant discount pages shall be replaced with the attached discount schedule dated 05/09/13.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 29 DAY

OF May, 2013, AT TUCSON, ARIZONA.

[Signature] 5-29-2013  
Signature Date

JASON WALKER - GOVERNMENTAL SALES  
Typed Name and Title

CATERPILLAR  
Company Name

100 NE ADAMS  
Address

walker\_jason\_e@cat.com  
Email Address

PEORIA IL 61629  
City State Zip

[Signature]  
As Director of Procurement and not personally

**Contract #120377 Caterpillar Generator Discounts Effective 05/09/2013**

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Contract Discount
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C4.4PGAN" Caterpillar Price List)	
D40-6 (3 phase)	30%
D50-6 (3 phase)	30%
D60-6 (3 phase)	30%
D80-6 (3 phase)	30%
D100-6 (3 phase)	30%
D40-6S (1 phase)	30%
D50-6S (1 phase)	30%
D60-6S (1 phase)	30%
D80-2S (1 phase)	30%
D100-6S (1 phase)	30%

60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)	
D125-6 (3 phase)	30%
D150-8 (3 phase)	30%
D175-2 (3 phase)	30%

C9, 60 HZ, 250 - 300 kW (EPA Tier 3 & CARB Emissions Certified)	
(Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (480 or 240 Volt)*	38%
250 kW (480 or 240 Volt)*	32%
300 kW (480 or 240 Volt)*	32%

\*Other Voltages available, but may affect generator output

200 kW (600 Volt)	38%
250 kW (600 Volt)	32%
300 kW (600 Volt)	31%

C15, 60 HZ, 350 - 550 kW (EPA & CARB Emissions Certified (NonRoad); EPA Emissions Certified for Stationary Use)  
(Reference the "PSNA-EPG-F\_C15PKGG" Caterpillar Price List)

Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with Weather Protective Enclosures"

350 kW (480 or 240 Volt)*	34%
400 kW (480 or 240 Volt)*	32%
455 kW Prime Power 600 Volt* Tier 4i	17%
455 kW Prime Power 480 Volt* Tier 4i	17%
455 kW Prime Power 208 Volt* Tier 4i	17%
450 kW (480 or 240 Volt)*	32%
500 kW (480 or 240 Volt)*	32%
550 kW - ESP ** (480 or 240 Volt)*	31%

\*Other Voltages available, but may affect generator output

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

350 kW (600 Volt)	34%
400 kW (600 Volt)	32%
460 kW (600 Volt)	32%
500 kW (600 Volt)	32%
550 kW - ESP** (600 Volt)	31%

\*\*Emergency Standby Rating ONLY (ESP); maximum 200 hours/year

C18, 60 HZ, 550 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)  
(Reference the "PSNA-EPG-F\_C18PKGG" Caterpillar Price List)

550 kW (480 or 240 Volt)*	25%
600 kW (480 or 240 Volt)*	25%

\*Other Voltages available, but may affect generator output

550 kW (600 Volt)	25%
600 kW (600 Volt)	25%

**C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_C27PKGG" Caterpillar Price List)*

<u>650 kW (480 or 240 Volt)*</u>	34%
<u>700 kW (480 or 240 Volt)*</u>	34%
<u>725 kW Std Prime Power 480 Volt* Tier 4I</u>	17%
<u>725 kW HD Prime Power 480 Volt* Tier 4I</u>	17%
<u>750 kW (480 or 240 Volt)*</u>	34%
<u>800 kW (480 or 240 Volt)*</u>	34%

\*Other Voltages available, but may affect generator output

**C32, 60 HZ, 900 - 1000 kW**

*(Reference the "PSNA-EPG-F\_C32PGAG" Caterpillar Price List)*

<u>1000 kW (480 or 240 Volt)*</u>	38%
-----------------------------------	-----

**C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

<u>1000 kW (480 or 240 Volt)*</u>	38%
-----------------------------------	-----

\*Other Voltages available, but may affect generator output

**3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3512PGAG" Caterpillar Price List)*

<u>480 V, Standby Rating Only - 1500 kW</u>	34%
<u>12470 V, Standby Rating Only - 1500 kW</u>	34%

**3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3516PGAL" Caterpillar Price List)*

<u>480 V, Standby Rating Only - 2000 kW</u>	34%
<u>12470 V, Standby Rating Only - 2000 kW</u>	34%

**3516B, 60 HZ, 2250 kW (EPA Tier 1)**

*(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)*

<u>Low/Med Voltage - Standby Rating Only - 2250 kW</u>	33%
<u>High Voltage - Standby Rating Only - 2250 kW</u>	33%

**3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)**

*(Reference the "PSNA-EPG-F\_3516PGDL" Caterpillar Price List)*

<u>Low/Med Voltage - Standby Rating Only - 2500 kW</u>	31%
<u>High Voltage - Standby Rating Only - 2500 kW</u>	31%

**G3520, 60 HZ, 2055 and 1900 kW**

*(Reference the "PSNA-EPG-F\_G3520CPGL" Caterpillar Price List)*

<u>Low/Med Voltage - 2055 kW</u>	17%
<u>Low/Med Voltage - 1900 kW</u>	17%
<u>High Voltage - 2055 kW</u>	17%
<u>High Voltage - 1900 kW</u>	17%

**C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)**

*(Reference the "PSNA-EPG-F\_C175-16EL" Caterpillar Price List)*

<u>3000 kW (with Fan Rating)</u>	27%
<u>3100 kW (without Fan Rating)</u>	27%

**Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 & CARB Emissions Certified)**

*(Reference the "PSNA-EPG-F\_GASOLYGN" Caterpillar Price List)*

<u>All Ratings from 25 - 300 kW</u>	43%
-------------------------------------	-----

**XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))**

*(Reference the "PSNA-EPG-F\_XQ20N" Caterpillar Price List)*

<u>20 kW* (3 or 1 phase)</u>	45%
------------------------------	-----

\*There are several voltage options available

**XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))**

*(Reference the "PSNA-EPG-F\_XQ30N" Caterpillar Price List)*

<u>30 kW* (3 or 1 phase)</u>	45%
------------------------------	-----

\*There are several voltage options available

**XQ45N, 60 HZ, 45 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))**

(Reference the "PSNA-EPG-F\_XQ45N" Caterpillar Price List)

45 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ60N, 60 HZ, 60 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ60N" Caterpillar Price List)

60 kW\* (3 or 1 phase) 45%

\*There are several voltage options available

XQ80N, 60 HZ, 80 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ80N" Caterpillar Price List)

80 kW\* (3 phase) 45%

\*There are several voltage options available

XQ100N, 60 HZ, 100 kW (EPA Tier 3 & CARB Emissions Certified (Nonroad))

(Reference the "PSNA-EPG-F\_XQ100N" Caterpillar Price List)

100 kW\* (3 phase) 45%

\*There are several voltage options available

#### UPS (Uninterruptible Power Supply)

60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)

UPSB040 (40kVA) 20%

UPSB050 (50 kVA) 20%

UPSB060 (60 kVA) 20%

UPSB080 (80 kVA) 20%

UPSB100 (100 kVA) 20%

UPSB130 (130 kva) 20%

#### Voltage Indicators / Optional Transformers - 480V / 480V Standard

480V / 208V (40 / 50 kVA) 20%

480V / 208V (60 / 80 kVA) 20%

480V / 208V (100 / 130 kVA) 20%

208V / 208V (40 / 50 kVA) 20%

208V / 208V (60 / 80 kVA) 20%

208V / 208V (100 / 130 kVA) 20%

600V / 208V (40 / 50 kVA) 20%

600V / 208V (60 / 80 kVA) 20%

600V / 208V (100 / 130 kVA) 20%

600V / 600V (40 / 50 kVA) 20%

600V / 600V (60 / 80 kVA) 20%

600V / 600V (100 / 130 kVA) 20%

#### Input Options - Single Input Standard

Dual Input 20%

#### BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote

##### Battery Cabinet Adjacent

150 Adjacent Battery Cabinet 20%

300 Adjacent Battery Cabinet 20%

400 Adjacent Battery Cabinet 20%

490 Adjacent Battery Cabinet 20%

##### Battery Cabinet Remote

150 Remote Battery Cabinet 20%

300 Remote Battery Cabinet 20%

400 Remote Battery Cabinet 20%

490 Remote Battery Cabinet 20%

##### Battery Disconnect

175A Battery Disconnect 20%

250A Battery Disconnect 20%

400A Battery Disconnect 20%

#### AUXILIARY CABINET OPTIONS

Cable Connection Cabinet

Top Entry Cabinet 20%  
Bottom Entry Cabinet 20%

**Adjacent Maintenance Bypass Cabinet**

**Dealer chooses one (1) Maint Bypass, or wall Maint Bypass**

Maintenance Bypass - 480V/480V (40/50 kVA) 20%  
Maintenance Bypass - 480V/480V (60/80 kVA) 20%  
Maintenance Bypass - 480V/480V (100/130 kVA) 20%  
Maintenance Bypass - 480V/208V (40/50 kVA) 20%  
Maintenance Bypass - 480V/208V (60/80 kVA) 20%  
Maintenance Bypass - 480V/208V (100/130 kVA) 20%  
Maintenance Bypass - 208V/208V (40/50 kVA) 20%  
Maintenance Bypass - 208V/208V (60/80 kVA) 20%  
Maintenance Bypass - 208V/208V (100/130 kVA) 20%  
Maintenance Bypass - 600V/208V (40/50 kVA) 20%  
Maintenance Bypass - 600V/208V (60/80 kVA) 20%  
Maintenance Bypass - 600V/208V (100/130 kVA) 20%  
Maintenance Bypass - 600V/600V (40/50 kVA) 20%  
Maintenance Bypass - 600V/600V (60/80 kVA) 20%  
Maintenance Bypass - 600V/600V (100/130 kVA) 20%

**Wall Mount Maintenance Bypass Cabinet**

Maintenance Bypass - 480V/480V (40/50kVA) 20%  
Maintenance Bypass - 480V/480V (60/80kVA) 20%  
Maintenance Bypass - 480V/480V (100/130kVA) 20%  
Maintenance Bypass - 480V/208V (40/50 kVA) 20%  
Maintenance Bypass - 480V/208V (60/80 kVA) 20%  
Maintenance Bypass - 480V/208V (100/130 kVA) 20%  
Maintenance Bypass - 208V/208V 20%

**Distribution Cabinet**

480V Adjacent Distribution Cabinet 20%  
208V Adjacent Distribution Cabinet 20%

**Distribution Cabinet Breakers**

Four 225A CB Panel A 20%  
Four 225A CB Panel B 20%  
42 Pole Panelboard A 20%  
42 Pole Panelboard B 20%

**PARALLELING OPTIONS**

**Paralleling**

Paralleling 20%

**Paralleling System Bypass Cabinet**

28" 160kVA Paralleling System Bypass Cabinet 20%  
28" 320kVA Paralleling System Bypass Cabinet 20%  
42" 160kVA Paralleling System Bypass Cabinet 20%  
42" 320kVA Paralleling System Bypass Cabinet 20%  
42" 620kVA Paralleling System Bypass Cabinet 20%

**Paralleling System Bypass Cabinet Breakers**

4 UPS Paralleling (40/50/60/80 kVA) 20%  
3 UPS Paralleling (100/130 kVA) 20%  
3 UPS Paralleling (40/50/60/80 kVA) 20%  
3 UPS Paralleling (100/130 kVA) 20%  
4 UPS Paralleling (40/50/60/80 kVA) 20%  
4 UPS Paralleling (100/130 kVA) 20%

**COMMUNICATIONS**

**External Sync**

External Sync Box 20%  
External Sync Card 20%

**Additional Communications Protocol**

Alarm Relay Card 20%  
Environment Sensor for Network Management C 20%  
Remote Summary Alarm Panel 20%

**MOUNTING**

**Seismic Kit**

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

**Flywheel Options**

(Reference the "UPS300AG" Caterpillar Price List)

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansio	20%

**ATS (AUTOMATIC TRANSFER SWITCHES**

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%
ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%
ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%

ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%
ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

**Delayed Transition**

	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%

ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%
ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
ATCD-400-2, NEMA3	20%
ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
ATCD-600-2, NEMA3	20%
ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%
ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
CTGD-1600-3, NEMA3	20%
CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%

CTGD-3000-4, NEMA3	20%
	20%
<b>MCCB ATC</b>	20%
ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
ATV-225-2, NEMA1	20%
ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
ATV-1000-2, NEMA1	20%
ATV-1000-3, NEMA1	20%
ATV-1000-4, NEMA1	20%
	20%
ATV-40-2, NEMA3	20%
ATV-40-3, NEMA3	20%
ATV-40-4, NEMA3	20%
ATV-70-2, NEMA3	20%
ATV-70-3, NEMA3	20%
ATV-70-4, NEMA3	20%
ATV-100-2, NEMA3	20%
ATV-100-3, NEMA3	20%
ATV-100-4, NEMA3	20%
ATV-150-2, NEMA3	20%
ATV-150-3, NEMA3	20%
ATV-150-4, NEMA3	20%
ATV-200-2, NEMA3	20%
ATV-200-3, NEMA3	20%
ATV-200-4, NEMA3	20%
ATV-225-2, NEMA3	20%
ATV-225-3, NEMA3	20%
ATV-225-4, NEMA3	20%
ATV-300-2, NEMA3	20%
ATV-300-3, NEMA3	20%
ATV-300-4, NEMA3	20%
ATV-400-2, NEMA3	20%
ATV-400-3, NEMA3	20%
ATV-400-4, NEMA3	20%
ATV-600-2, NEMA3	20%
ATV-600-3, NEMA3	20%

ATV-800-4, NEMA3	20%
ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%

**Bypass Isolation**

BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%
BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%

**Bypass Isolation Delayed Transition**

BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%

BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%

**Open Transition - Residential**

CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%
CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%

CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: JANUARY 13, 2014

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: SIX (6)  
PAGE 1 of 1  
JM  
CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

The referenced contract has been amended to update the 2014 discount pricing structure and model changes for Caterpillar Equipment and Generators.

The Caterpillar participant discount pages and freight matrix shall be replaced with the attached discount schedules, and shall be effective January 1, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 14<sup>th</sup> DAY  
OF January, 2014, AT TUCSON, ARIZONA.

  
Signature \_\_\_\_\_ Date 1-14-14  
JASON WALKER - GOVERNMENT SALES  
Typed Name and Title  
CATERPILLAR, INC.  
Company Name  
100 NE ADAMS  
Address  
WALKER, JASON - C@CAT.COM  
Email Address  
PEORIA IL 61629  
City State Zip

  
As Director of Procurement and not personally

# Caterpillar 2014 Contract Equipment Discounts

Machines	New Equipment	Used Equipment
	Discount off List	Discount from original List
<b>Pavers</b>		
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP255	16.00%	20.0%
<b>Rollers</b>		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34/CB34XW	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CD44		
CD54	16.00%	20.0%
CP44	14.00%	20.0%
CP54	14.00%	20.0%
CP56	14.00%	20.0%
CP68	14.00%	20.0%
CP74	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS64	14.00%	20.0%
CS68	14.00%	20.0%
CS78	14.00%	20.0%
CW14	16.00%	20.0%
CW34	16.00%	20.0%
<b>Vocational Trucks</b>		
CT660	23.00%	
CT681	23.00%	
<b>Track Type Tractors</b>		
D3	25.00%	20.0%
D4	24.00%	20.0%
D5	25.00%	20.0%
D6	24.00%	20.0%

D6	24.00%	20.0%
D6	24.00%	20.0%
D7	22.00%	20.0%
D8	22.00%	20.0%
D9	10.00%	20.0%
D10	10.00%	20.0%
<b>Integrated Tool Carriers</b>		
IT14	26.00%	20.0%
IT62	21.00%	20.0%
<b>Cold Planners</b>		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
<b>Reclaimers</b>		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
<b>Wheelod Excavators</b>		
M313	35.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M322	35.00%	20.0%
M325	35.00%	20.0%
<b>Motor Graders</b>		
12M	33.00%	20.0%
120M	37.00%	20.0%
140M	33.00%	20.0%
160M	33.00%	20.0%
14M	23.00%	20.0%
<b>Skid Steer Loaders</b>		
216	16.00%	20.0%
226	16.00%	20.0%
236	16.00%	20.0%
242	16.00%	20.0%
246	16.00%	20.0%
262	16.00%	20.0%
272	16.00%	20.0%
<b>Multi-Terrain Loaders</b>		
247	16.00%	20.0%
257	16.00%	20.0%
277	16.00%	20.0%
287	16.00%	20.0%
<b>Compact Track Loaders</b>		
259	16.00%	20.0%
279	16.00%	20.0%
289	16.00%	20.0%

299	16.00%	20.0%
<b>Excavators</b>		
300.9	17.50%	20.0%
301.4	17.50%	20.0%
301.7	17.50%	20.0%
301.8	17.50%	20.0%
302.2	17.50%	20.0%
302.4	17.50%	20.0%
302.7	17.50%	20.0%
303	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
314	25.00%	20.0%
316	25.00%	20.0%
318	22.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
<b>Backhoe Loaders</b>		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
<b>Wheel Tractor Scrapers</b>		
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
<b>Articulated Trucks</b>		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
<b>Landfill Compactors</b>		
816	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
<b>Wheel Dozers</b>		
814	15.00%	20.0%
824	15.00%	20.0%

<b>Wheel Loaders</b>		
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
<b>Track Loaders</b>		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
<b>Worktools</b>	15.00%	

--	--	--

<b>Vocational Trucks</b>		
CT660	23.00%	
<b>Worktools</b>	15.00%	

# Caterpillar Generator Discounts

Effective 01/01/14

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Contract Discount	
<b>60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C4.4PGAN" Caterpillar Price List)</b>		
D40-6 (3 phase)	31%	
D50-6 (3 phase)	31%	
D60-6 (3 phase)	31%	
D80-6 (3 phase)	31%	
D100-6 (3 phase)	31%	
D40-6S (1 phase)	31%	
D50-6S (1 phase)	31%	
D60-8S (1 phase)	31%	
D80-2S (1 phase)	31%	
D100-6S (1 phase)	31%	
<b>60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)</b>		
D125-6 (3 phase)	35%	
D150-8 (3 phase)	35%	
D175-2 (3 phase)	35%	
<b>C9, 60 HZ, 250 - 300 kW (EPA Tier 3 &amp; CARB Emissions Certified)</b> <i>(Reference the "PSNA-EPG-F_C9PKG" Caterpillar Price List)</i>		
200 kW (480 or 240 Volt)*	38%	
250 kW (480 or 240 Volt)*	36%	
300 kW (480 or 240 Volt)*	37%	
*Other Voltages available, but may affect generator output		
200 kW (600 Volt)	38%	
250 kW (600 Volt)	32%	
300 kW (600 Volt)	31%	
<b>C15, 60 HZ, 350 - 500 kW (EPA &amp; CARB Emissions Certified (NonRoad); EPA Emissions Certified for S)</b> <i>(Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)</i>		
Dealer chooses "For Use with Sound Attenuated Enclosures & Open Packages" or "For Use with With Weather		
350 kW (480 or 240 Volt)*	34%	
400 kW (480 or 240 Volt)*	32%	
455 kW Prime Power 600 Volt* Tier 4i	17%	*C15PKG
455 kW Prime Power 480 Volt* Tier 4i	17%	*C15PKG
455 kW Prime Power 208 Volt* Tier 4i	17%	*C15PKG
450 kW (480 or 240 Volt)*	32%	
500 kW (480 or 240 Volt)*	32%	
*Other Voltages available, but may affect generator output		
350 kW (600 Volt)	34%	
400 kW (600 Volt)	32%	
450 kW (600 Volt)	32%	
500 kW (600 Volt)	32%	

**C18, 60 HZ, 550 - 600 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Ce**

*(Reference the "PSNA-EPG-F\_C18PGAN" Caterpillar Price List)*

550 kW (480 or 240 Volt)\* 25%

600 kW (480 or 240 Volt)\* 25%

\*Other Voltages available, but may affect generator output

550 kW (600 Volt) 25%

600 kW (600 Volt) 25%

**C27, 60 HZ, 650 - 800 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Ce**

*(Reference the "PSNA-EPG-F\_C27PGAN" Caterpillar Price List)*

650 kW (480 or 240 Volt)\* 34%

700 kW (480 or 240 Volt)\* 34%

725 kW Std Prime Power 480 Volt\* Tier 4i 17%

725 kW HD Prime Power 480 Volt\* Tier 4i 17%

750 kW (480 or 240 Volt)\* 34%

800 kW (480 or 240 Volt)\* 34%

\*Other Voltages available, but may affect generator output

\*C27PKGN

\*C27PKGN

**C32, 60 HZ, 900 - 1000 kW**

*(Reference the "PSNA-EPG-F\_C32PKGN" Caterpillar Price List)*

1000 kW (480 or 240 Volt)\* 38%

**C32, 60 HZ, 900 - 1000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions C**

1000 kW (480 or 240 Volt)\* 38%

\*Other Voltages available, but may affect generator output

**3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certi**

*(Reference the "PSNA-EPG-F\_3512PGAN" Caterpillar Price List)*

480 V, Standby Rating Only - 1500 kW 34%

12470 V, Standby Rating Only - 1500 kW 34%

**3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certi**

*(Reference the "PSNA-EPG-F\_3516PGAG" Caterpillar Price List)*

480 V, Standby Rating Only - 2000 kW 34%

12470 V, Standby Rating Only - 2000 kW 34%

**3516C, 60 HZ, 2500 kW (EPA Tier 4 Interim) 480/277, 4160, 12470 Volts available**

*(Reference the "PSNA-EPG-F\_3516PGEG" Caterpillar Price* 19%

**3516C, 60 HZ, 2000 kW (EPA Tier 4 Interim) 480/277, 460, 12470 Volts available**

*(Reference the "PSNA-EPG-F\_3516PGEG" Caterpillar Price* 19%

**3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions C**

*(Reference the "PSNA-EPG-F\_3516PGDG" Caterpillar Price List)*

Low/Med Voltage - Standby Rating Only - 2500 kW 31%

High Voltage - Standby Rating Only - 2500 kW 31%

**C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)**

*(Reference the "PSNA-EPG-F\_C175-16EL" Caterpillar Price List)*

3000 kW (with Fan Rating) 27%

3100 kW (without Fan Rating) 27%

<b>C175, 60 HZ, 3000 kW (EPA Tier 4 Interim)</b> <i>(Reference the "PSNA-EPG-F_C175A-16EL" Caterpillar Price List)</i>	
3000 kW (with Fan Rating)	19%
3000 kW (with Fan Rating)	27%
3100 kW (without Fan Rating)	27%

<b>Natural Gas (Optional LP Vapor) Olympian Generator Sets, 25 - 300 kW (EPA Tier 4 &amp; CARB Emissions)</b> <i>(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)</i>	
All Ratings from 25 - 300 kW	45%

<b>XQ20N, 60 HZ, 20 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)</i>	
20 kW* (3 or 1 phase)	45%

\*There are several voltage options available

<b>XQ30N, 60 HZ, 30 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)</i>	
30 kW* (3 or 1 phase)	45%

\*There are several voltage options available

<b>XQ60N, 60 HZ, 60 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)</i>	
60 kW* (3 or 1 phase)	45%

\*There are several voltage options available

<b>XQ80N, 60 HZ, 80 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ80N" Caterpillar Price List)</i>	
80 kW* (3 phase)	45%

\*There are several voltage options available

<b>XQ100N, 60 HZ, 100 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ100N" Caterpillar Price List)</i>	
100 kW* (3 phase)	45%

\*There are several voltage options available

<b>XQ200N, 60 HZ, 200 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)</i>	
200 kW* (3 phase)	45%

<b>XQ350N, 60 HZ, 350 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)</i>	
350 kW* (3 phase)	23%

<b>XQ500N, 60 HZ, 500 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)</i>	
455 kW* (3 or 1 phase)	23%

<b>XQ800N, 60 HZ, 500 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> <i>(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)</i>	
---	--

725 kW* (3 or 1 phase)	23%
<b>XQ2000N, 60 HZ, 2000 kW (EPA Tier 4 &amp; CARB Emissions Certified (Nonroad))</b> (Reference the "PSNA-EPG-F_XQ2000N" Caterpillar Price L	19%
2000 kW* (3 phase)	

\*There are several voltage options available

**Switchgear (customizable)** 12%

*feasible to provide a paper price list for Cat switchgear.  
However, participants will receive a 12% discount off of the*

**Epic (Reference the "CATEPICG" Price List)**

Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%

**UPS (Uninterruptible Power Supply)**

**60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)**

UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kva)	20%

**Voltage Indicators / Optional Transformers - 480V / 480V Standard**

480V / 208V (40 / 50 kVA)	20%
480V / 208V (60 / 80 kVA)	20%
480V / 208V (100 / 130 kVA)	20%
208V / 208V (40 / 50 kVA)	20%
208V / 208V (60 / 80 kVA)	20%
208V / 208V (100 / 130 kVA)	20%
600V / 208V (40 / 50 kVA)	20%
600V / 208V (60 / 80 kVA)	20%
600V / 208V (100 / 130 kVA)	20%
600V / 600V (40 / 50 kVA)	20%
600V / 600V (60 / 80 kVA)	20%
600V / 600V (100 / 130 kVA)	20%

**Input Options - Single Input Standard**

Dual Input	20%
------------	-----

**BATTERY CABINET OPTIONS - One (1) Battery Cabinet, Adjacent or Remote**

**Battery Cabinet Adjacent**

150 Adjacent Battery Cabinet	20%
300 Adjacent Battery Cabinet	20%
400 Adjacent Battery Cabinet	20%
490 Adjacent Battery Cabinet	20%

**Battery Cabinet Remote**

150 Remote Battery Cabinet	20%
300 Remote Battery Cabinet	20%
400 Remote Battery Cabinet	20%
490 Remote Battery Cabinet	20%
<b>Battery Disconnect</b>	
175A Battery Disconnect	20%
250A Battery Disconnect	20%
400A Battery Disconnect	20%

## **AUXILIARY CABINET OPTIONS**

### **Cable Connection Cabinet**

Top Entry Cabinet	20%
Bottom Entry Cabinet	20%

### **Adjacent Maintenance Bypass Cabinet**

#### **Dealer chooses one (1) Maint Bypass, or wall Maint Bypass**

Maintenance Bypass - 480V/480V (40/50 kVA)	20%
Maintenance Bypass - 480V/480V (60/80 kVA)	20%
Maintenance Bypass - 480V/480V (100/130 kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V (40/50 kVA)	20%
Maintenance Bypass - 208V/208V (60/80 kVA)	20%
Maintenance Bypass - 208V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/208V (40/50 kVA)	20%
Maintenance Bypass - 600V/208V (60/80 kVA)	20%
Maintenance Bypass - 600V/208V (100/130 kVA)	20%
Maintenance Bypass - 600V/600V (40/50 kVA)	20%
Maintenance Bypass - 600V/600V (60/80 kVA)	20%
Maintenance Bypass - 600V/600V (100/130 kVA)	20%

### **Wall Mount Maintenance Bypass Cabinet**

Maintenance Bypass - 480V/480V (40/50kVA)	20%
Maintenance Bypass - 480V/480V (60/80kVA)	20%
Maintenance Bypass - 480V/480V (100/130kVA)	20%
Maintenance Bypass - 480V/208V (40/50 kVA)	20%
Maintenance Bypass - 480V/208V (60/80 kVA)	20%
Maintenance Bypass - 480V/208V (100/130 kVA)	20%
Maintenance Bypass - 208V/208V	20%

### **Distribution Cabinet**

480V Adjacent Distribution Cabinet	20%
208V Adjacent Distribution Cabinet	20%

### **Distribution Cabinet Breakers**

Four 225A CB Panel A	20%
Four 225A CB Panel B	20%
42 Pole Panelboard A	20%
42 Pole Panelboard B	20%

## **PARALLELING OPTIONS**

### **Paralleling**

Paralleling	20%
-------------	-----

### **Paralleling System Bypass Cabinet**

28" 160kVA Paralleling System Bypass Cabinet	20%
28" 320kVA Paralleling System Bypass Cabinet	20%
42" 160kVA Paralleling System Bypass Cabinet	20%
42" 320kVA Paralleling System Bypass Cabinet	20%
42" 520kVA Paralleling System Bypass Cabinet	20%

### **Paralleling System Bypass Cabinet Breakers**

4 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
3 UPS Paralleling (40/50/60/80 kVA)	20%
3 UPS Paralleling (100/130 kVA)	20%
4 UPS Paralleling (40/50/60/80 kVA)	20%
4 UPS Paralleling (100/130 kVA)	20%

### **COMMUNICATIONS**

#### **External Sync**

External Sync Box	20%
External Sync Card	20%

#### **Additional Communications Protocol**

Alarm Relay Card	20%
Environment Sensor for Network Management Cable	20%
Remote Summary Alarm Panel	20%

### **MOUNTING**

#### **Seismic Kit**

UPS Cabinet & 26/32W Battery Cabinet	20%
UPS Cabinet & 48W Battery Cabinet	20%
Adjacent Auxiliary Cabinet	20%

#### **Flywheel Options**

##### **(Reference the "UPS300AG" Caterpillar Price List)**

UP0150A - UPS 150 480V 60HZ	20%
UP0300A - UPS 300 480V 60HZ	20%
UP300EA - UPS 300 480V 60HZ	20%
UP0600A - UPS 600 480V 60HZ	20%
UP0900A - UPS 900 480V 60HZ	20%
UP1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%

### **ATS (AUTOMATIC TRANSFER SWITCHES)**

ATC-40-2, NEMA1	20%
ATC-40-3, NEMA1	20%
ATC-40-4, NEMA1	20%
ATC-80-2, NEMA1	20%
ATC-80-3, NEMA1	20%
ATC-80-4, NEMA1	20%
ATC-100-2, NEMA1	20%
ATC-100-3, NEMA1	20%
ATC-100-4, NEMA1	20%
ATC-150-2, NEMA1	20%

ATC-150-3, NEMA1	20%
ATC-150-4, NEMA1	20%
ATC-200-2, NEMA1	20%
ATC-200-3, NEMA1	20%
ATC-200-4, NEMA1	20%
ATC-225-2, NEMA1	20%
ATC-225-3, NEMA1	20%
ATC-225-4, NEMA1	20%
ATC-260-2, NEMA1	20%
ATC-260-3, NEMA1	20%
ATC-260-4, NEMA1	20%
ATC-400-2, NEMA1	20%
ATC-400-3, NEMA1	20%
ATC-400-4, NEMA1	20%
CTG-600-2, NEMA1	20%
CTG-600-3, NEMA1	20%
CTG-600-4, NEMA1	20%
CTG-800-2, NEMA1	20%
CTG-800-3, NEMA1	20%
CTG-800-4, NEMA1	20%
CTG-1000-2, NEMA1	20%
CTG-1000-3, NEMA1	20%
CTG-1000-4, NEMA1	20%
CTG-1200-2, NEMA1	20%
CTG-1200-3, NEMA1	20%
CTG-1200-4, NEMA1	20%
CTG-1600-3, NEMA1	20%
CTG-1600-4, NEMA1	20%
CTG-2000-3, NEMA1	20%
CTG-2000-4, NEMA1	20%
CTG-2600-3, NEMA1	20%
CTG-2600-4, NEMA1	20%
CTG-3000-3, NEMA1	20%
CTG-3000-4, NEMA1	20%

ATC-40-2, NEMA3	20%
ATC-40-3, NEMA3	20%
ATC-40-4, NEMA3	20%
ATC-80-2, NEMA3	20%
ATC-80-3, NEMA3	20%
ATC-80-4, NEMA3	20%
ATC-100-2, NEMA3	20%
ATC-100-3, NEMA3	20%
ATC-100-4, NEMA3	20%
ATC-150-2, NEMA3	20%
ATC-150-3, NEMA3	20%
ATC-150-4, NEMA3	20%
ATC-200-2, NEMA3	20%
ATC-200-3, NEMA3	20%
ATC-200-4, NEMA3	20%
ATC-225-2, NEMA3	20%

ATC-225-3, NEMA3	20%
ATC-225-4, NEMA3	20%
ATC-260-2, NEMA3	20%
ATC-260-3, NEMA3	20%
ATC-260-4, NEMA3	20%
ATC-400-2, NEMA3	20%
ATC-400-3, NEMA3	20%
ATC-400-4, NEMA3	20%
CTG-600-2, NEMA3	20%
CTG-600-3, NEMA3	20%
CTG-600-4, NEMA3	20%
CTG-800-2, NEMA3	20%
CTG-800-3, NEMA3	20%
CTG-800-4, NEMA3	20%
CTG-1000-2, NEMA3	20%
CTG-1000-3, NEMA3	20%
CTG-1000-4, NEMA3	20%
CTG-1200-2, NEMA3	20%
CTG-1200-3, NEMA3	20%
CTG-1200-4, NEMA3	20%
CTG-1600-3, NEMA3	20%
CTG-1600-4, NEMA3	20%
CTG-2000-3, NEMA3	20%
CTG-2000-4, NEMA3	20%
CTG-2600-3, NEMA3	20%
CTG-2600-4, NEMA3	20%
CTG-3000-3, NEMA3	20%
CTG-3000-4, NEMA3	20%

<b>Delayed Transition</b>	20%
ATCD-40-2, NEMA1	20%
ATCD-40-3, NEMA1	20%
ATCD-40-4, NEMA1	20%
ATCD-80-2, NEMA1	20%
ATCD-80-3, NEMA1	20%
ATCD-80-4, NEMA1	20%
ATCD-100-2, NEMA1	20%
ATCD-100-3, NEMA1	20%
ATCD-100-4, NEMA1	20%
ATCD-150-2, NEMA1	20%
ATCD-150-3, NEMA1	20%
ATCD-150-4, NEMA1	20%
ATCD-225-2, NEMA1	20%
ATCD-225-3, NEMA1	20%
ATCD-225-4, NEMA1	20%
ATCD-260-2, NEMA1	20%
ATCD-260-3, NEMA1	20%
ATCD-260-4, NEMA1	20%
ATCD-400-2, NEMA1	20%
ATCD-400-3, NEMA1	20%
ATCD-400-4, NEMA1	20%

ATCD-600-2, NEMA1	20%
ATCD-600-3, NEMA1	20%
ATCD-600-4, NEMA1	20%
ATCD-800-2, NEMA1	20%
ATCD-800-3, NEMA1	20%
ATCD-800-4, NEMA1	20%
ATCD-1000-2, NEMA1	20%
ATCD-1000-3, NEMA1	20%
ATCD-1000-4, NEMA1	20%
ATCD-1200-2, NEMA1	20%
ATCD-1200-3, NEMA1	20%
ATCD-1200-4, NEMA1	20%
CTGD-1600-3, NEMA1	20%
CTGD-1600-4, NEMA1	20%
CTGD-2000-3, NEMA1	20%
CTGD-2000-4, NEMA1	20%
CTGD-2600-3, NEMA1	20%
CTGD-2600-4, NEMA1	20%
CTGD-3000-3, NEMA1	20%
CTGD-3000-4, NEMA1	20%
ATCD-40-2, NEMA3	20%
ATCD-40-3, NEMA3	20%
ATCD-40-4, NEMA3	20%
ATCD-80-2, NEMA3	20%
ATCD-80-3, NEMA3	20%
ATCD-80-4, NEMA3	20%
ATCD-100-2, NEMA3	20%
ATCD-100-3, NEMA3	20%
ATCD-100-4, NEMA3	20%
ATCD-150-2, NEMA3	20%
ATCD-150-3, NEMA3	20%
ATCD-150-4, NEMA3	20%
ATCD-225-2, NEMA3	20%
ATCD-225-3, NEMA3	20%
ATCD-225-4, NEMA3	20%
ATCD-260-2, NEMA3	20%
ATCD-260-3, NEMA3	20%
ATCD-260-4, NEMA3	20%
ATCD-400-2, NEMA3	20%
ATCD-400-3, NEMA3	20%
ATCD-400-4, NEMA3	20%
ATCD-600-2, NEMA3	20%
ATCD-600-3, NEMA3	20%
ATCD-600-4, NEMA3	20%
ATCD-800-2, NEMA3	20%
ATCD-800-3, NEMA3	20%
ATCD-800-4, NEMA3	20%
ATCD-1000-2, NEMA3	20%
ATCD-1000-3, NEMA3	20%
ATCD-1000-4, NEMA3	20%

ATCD-1200-2, NEMA3	20%
ATCD-1200-3, NEMA3	20%
ATCD-1200-4, NEMA3	20%
CTGD-1600-3, NEMA3	20%
CTGD-1600-4, NEMA3	20%
CTGD-2000-3, NEMA3	20%
CTGD-2000-4, NEMA3	20%
CTGD-2600-3, NEMA3	20%
CTGD-2600-4, NEMA3	20%
CTGD-3000-3, NEMA3	20%
CTGD-3000-4, NEMA3	20%

**MCCB ATC**

ATV-40-2, NEMA1	20%
ATV-40-3, NEMA1	20%
ATV-40-4, NEMA1	20%
ATV-70-2, NEMA1	20%
ATV-70-3, NEMA1	20%
ATV-70-4, NEMA1	20%
ATV-100-2, NEMA1	20%
ATV-100-3, NEMA1	20%
ATV-100-4, NEMA1	20%
ATV-150-2, NEMA1	20%
ATV-150-3, NEMA1	20%
ATV-150-4, NEMA1	20%
ATV-200-2, NEMA1	20%
ATV-200-3, NEMA1	20%
ATV-200-4, NEMA1	20%
ATV-225-2, NEMA1	20%
ATV-225-3, NEMA1	20%
ATV-225-4, NEMA1	20%
ATV-300-2, NEMA1	20%
ATV-300-3, NEMA1	20%
ATV-300-4, NEMA1	20%
ATV-400-2, NEMA1	20%
ATV-400-3, NEMA1	20%
ATV-400-4, NEMA1	20%
ATV-600-2, NEMA1	20%
ATV-600-3, NEMA1	20%
ATV-600-4, NEMA1	20%
ATV-800-2, NEMA1	20%
ATV-800-3, NEMA1	20%
ATV-800-4, NEMA1	20%
ATV-1000-2, NEMA1	20%
ATV-1000-3, NEMA1	20%
ATV-1000-4, NEMA1	20%

ATV-40-2, NEMA3	20%
ATV-40-3, NEMA3	20%
ATV-40-4, NEMA3	20%
ATV-70-2, NEMA3	20%

ATV-70-3, NEMA3	20%
ATV-70-4, NEMA3	20%
ATV-100-2, NEMA3	20%
ATV-100-3, NEMA3	20%
ATV-100-4, NEMA3	20%
ATV-150-2, NEMA3	20%
ATV-150-3, NEMA3	20%
ATV-150-4, NEMA3	20%
ATV-200-2, NEMA3	20%
ATV-200-3, NEMA3	20%
ATV-200-4, NEMA3	20%
ATV-225-2, NEMA3	20%
ATV-225-3, NEMA3	20%
ATV-225-4, NEMA3	20%
ATV-300-2, NEMA3	20%
ATV-300-3, NEMA3	20%
ATV-300-4, NEMA3	20%
ATV-400-2, NEMA3	20%
ATV-400-3, NEMA3	20%
ATV-400-4, NEMA3	20%
ATV-600-2, NEMA3	20%
ATV-600-3, NEMA3	20%
ATV-600-4, NEMA3	20%
ATV-800-2, NEMA3	20%
ATV-800-3, NEMA3	20%
ATV-800-4, NEMA3	20%
ATV-1000-2, NEMA3	20%
ATV-1000-3, NEMA3	20%
ATV-1000-4, NEMA3	20%

**Bypass Isolation**

BIC-100-2, NEMA1	20%
BIC-100-3, NEMA1	20%
BIC-100-4, NEMA1	20%
BIC-150-2, NEMA1	20%
BIC-150-3, NEMA1	20%
BIC-150-4, NEMA1	20%
BIC-225-2, NEMA1	20%
BIC-225-3, NEMA1	20%
BIC-225-4, NEMA1	20%
BIC-260-2, NEMA1	20%
BIC-260-3, NEMA1	20%
BIC-260-4, NEMA1	20%
BIC-400-2, NEMA1	20%
BIC-400-3, NEMA1	20%
BIC-400-4, NEMA1	20%
BIC-600-3, NEMA1	20%
BIC-600-4, NEMA1	20%
BIC-800-3, NEMA1	20%
BIC-800-4, NEMA1	20%
BIC-1000-3, NEMA1	20%

BIC-1000-4, NEMA1	20%
BIC-1200-3, NEMA1	20%
BIC-1200-4, NEMA1	20%
CBTS-1600-3, NEMA1	20%
CBTS-1600-4, NEMA1	20%
CBTS-2000-3, NEMA1	20%
CBTS-2000-4, NEMA1	20%
CBTS-3000-3, NEMA1	20%
CBTS-3000-4, NEMA1	20%
CBTS-4000-3, NEMA1	20%
CBTS-4000-4, NEMA1	20%

**Bypass Isolation Delayed Transition**

BICD-100-2, NEMA1	20%
BICD-100-3, NEMA1	20%
BICD-100-4, NEMA1	20%
BICD-150-2, NEMA1	20%
BICD-150-3, NEMA1	20%
BICD-150-4, NEMA1	20%
BICD-225-2, NEMA1	20%
BICD-225-3, NEMA1	20%
BICD-225-4, NEMA1	20%
BICD-260-2, NEMA1	20%
BICD-260-3, NEMA1	20%
BICD-260-4, NEMA1	20%
BICD-400-2, NEMA1	20%
BICD-400-3, NEMA1	20%
BICD-400-4, NEMA1	20%
BICD-600-2, NEMA1	20%
BICD-600-3, NEMA1	20%
BICD-600-4, NEMA1	20%
BICD-800-3, NEMA1	20%
BICD-800-4, NEMA1	20%
BICD-1000-3, NEMA1	20%
BICD-1000-4, NEMA1	20%
BICD-1200-3, NEMA1	20%
BICD-1200-4, NEMA1	20%
CBTSD-1600-3, NEMA1	20%
CBTSD-1600-4, NEMA1	20%
CBTSD-2000-3, NEMA1	20%
CBTSD-2000-4, NEMA1	20%
CBTSD-3000-3, NEMA1	20%
CBTSD-3000-4, NEMA1	20%
CBTSD-4000-3, NEMA1	20%
CBTSD-4000-4, NEMA1	20%

**Open Transition - Residential**

CTX-40-2, NEMA1	20%
CTX-40-3, NEMA1	20%
CTX-40-4, NEMA1	20%
CTX-80-2, NEMA1	20%

CTX-80-3, NEMA1	20%
CTX-80-4, NEMA1	20%
CTX-100-2, NEMA1	20%
CTX-100-3, NEMA1	20%
CTX-100-4, NEMA1	20%
CTX-150-2, NEMA1	20%
CTX-150-3, NEMA1	20%
CTX-150-4, NEMA1	20%
CTX-200-2, NEMA1	20%
CTX-200-3, NEMA1	20%
CTX-200-4, NEMA1	20%
CTX-225-2, NEMA1	20%
CTX-225-3, NEMA1	20%
CTX-225-4, NEMA1	20%
CTX-300-2, NEMA1	20%
CTX-300-3, NEMA1	20%
CTX-300-4, NEMA1	20%
CTX-400-2, NEMA1	20%
CTX-400-3, NEMA1	20%
CTX-400-4, NEMA1	20%
	20%
CTX-40-2, NEMA3	20%
CTX-40-3, NEMA3	20%
CTX-40-4, NEMA3	20%
CTX-80-2, NEMA3	20%
CTX-80-3, NEMA3	20%
CTX-80-4, NEMA3	20%
CTX-100-2, NEMA3	20%
CTX-100-3, NEMA3	20%
CTX-100-4, NEMA3	20%
CTX-150-2, NEMA3	20%
CTX-150-3, NEMA3	20%
CTX-150-4, NEMA3	20%
CTX-200-2, NEMA3	20%
CTX-200-3, NEMA3	20%
CTX-200-4, NEMA3	20%
CTX-225-2, NEMA3	20%
CTX-225-3, NEMA3	20%
CTX-225-4, NEMA3	20%
CTX-300-2, NEMA3	20%
CTX-300-3, NEMA3	20%
CTX-300-4, NEMA3	20%
CTX-400-2, NEMA3	20%
CTX-400-3, NEMA3	20%
CTX-400-4, NEMA3	20%

# Caterpillar Contract Equipment Freight Matrix

Effective January 1, 2014

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Asphalt Pavers		1	2	3	4	5	6	7	8	9	10	11
Unit	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP255	6	\$5,346	\$7,398	\$5,550	\$4,518	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP500	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP600	6	\$5,346	\$7,398	\$5,550	\$4,410	\$6,762	\$2,958	\$5,357	\$6,960	\$7,302	\$3,842	\$6,214
AP655	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1000	6	\$5,580	\$7,662	\$5,862	\$4,650	\$6,942	\$3,000	\$5,406	\$7,062	\$7,530	\$4,082	\$6,570
AP1055	6	\$5,760	\$8,546	\$6,054	\$4,746	\$6,990	\$3,222	\$5,538	\$7,002	\$7,506	\$4,152	\$6,642

## Rollers

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Unit	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB14	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB22	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB24	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB32	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CB34	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CB64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC24	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CC34	6	\$3,210	\$4,426	\$2,818	\$2,767	\$3,583	\$1,933	\$2,681	\$3,427	\$3,943	\$1,466	\$2,424
CD44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CD54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

## Soil Compactors

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
Unit	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS44	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS54	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS64	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS68	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CS78	6	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

NJPA Contract

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KV, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
CP54	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP56	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP68	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CP74	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CW14	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771
CW34	\$3,644	\$4,993	\$3,209	\$3,074	\$4,111	\$2,148	\$3,034	\$3,917	\$4,492	\$1,645	\$2,771

**Vocational Trucks**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
CT660	5	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
CT681	5	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500

**Track Type Tractors**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
D3	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D4	11	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
D5	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D6K	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D6N	5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
D6T	4	\$4,266	\$5,760	\$4,170	\$2,430	\$5,040	\$4,038	\$6,192	\$8,454	\$8,082	\$2,640	\$4,920
D7	4	\$5,490	\$7,440	\$5,400	\$2,862	\$6,600	\$5,040	\$7,182	\$10,998	\$10,470	\$3,432	\$6,448
D8	4	\$6,792	\$9,180	\$6,690	\$3,510	\$8,280	\$6,030	\$8,682	\$14,040	\$15,750	\$4,782	\$7,800
D9	4	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
D10	4	\$12,663	\$24,242	\$15,194	\$10,382	\$23,247	\$16,187	\$23,352	\$31,429	\$32,036	\$11,855	\$19,870

**Integrated Tool Carriers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
IT14	3	\$2,122	\$3,394	\$2,327	\$1,958	\$2,462	\$4,166	\$5,678	\$7,597	\$7,231	\$3,720	\$3,796
IT62	3	\$3,101	\$5,015	\$3,319	\$3,257	\$3,654	\$6,436	\$8,813	\$11,541	\$10,739	\$6,142	\$6,515

**Wheeled Excavators**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
NJPA Contact	5	\$4,583	\$6,726	\$3,116	\$5,453	\$1,944	\$7,884	\$8,651	\$14,604	\$12,650	\$6,071	\$6,280

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
M315	11	\$8,066	\$10,122	\$4,218	\$6,353	\$4,944	\$6,006	\$6,048	\$10,991	\$8,321	\$4,666	\$2,976
	5	\$4,639	\$6,809	\$3,154	\$5,520	\$1,968	\$7,980	\$8,758	\$14,784	\$12,806	\$6,145	\$6,307
M316	11	\$8,171	\$8,939	\$4,272	\$6,436	\$5,008	\$6,084	\$6,126	\$11,134	\$8,429	\$4,727	\$3,013
	5	\$4,651	\$6,826	\$3,161	\$5,533	\$1,973	\$7,999	\$8,778	\$14,820	\$12,838	\$6,160	\$6,323
M318	11	\$8,213	\$10,306	\$4,294	\$6,468	\$5,033	\$6,115	\$6,534	\$11,190	\$8,472	\$4,752	\$3,030
	5	\$4,786	\$7,025	\$3,253	\$5,695	\$2,030	\$8,233	\$9,035	\$15,253	\$13,212	\$6,340	\$6,506
M322	11	\$8,443	\$10,595	\$4,416	\$6,650	\$5,174	\$6,287	\$6,330	\$11,504	\$8,710	\$4,884	\$3,114
	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
M325	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
	5	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
	11	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394

**Cold Planners**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
PM102	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM200	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536
PM201	6	\$8,190	\$10,710	\$7,386	\$5,789	\$9,952	\$4,056	\$6,660	\$9,244	\$10,343	\$3,398	\$6,536

**Rotary Mixers**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
RM300	6	\$5,380	\$7,034	\$4,850	\$3,802	\$6,535	\$2,663	\$4,375	\$6,071	\$6,792	\$2,218	\$4,294
RM500	6	\$5,674	\$7,444	\$5,118	\$2,074	\$6,894	\$2,809	\$4,812	\$6,403	\$7,165	\$2,339	\$4,529

**Motor Graders**

Unit	Ship From	1	2	3	4	5	6	8	9	10	11	
12	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
14	4	\$4,310	\$6,313	\$3,636	\$2,380	\$5,760	\$4,478	\$6,079	\$9,572	\$9,548	\$2,556	\$4,774
120	4	\$3,449	\$5,051	\$2,909	\$1,904	\$4,608	\$3,582	\$4,864	\$7,657	\$7,639	\$2,045	\$3,820
140	4	\$3,564	\$5,219	\$3,006	\$1,968	\$4,762	\$3,702	\$5,026	\$7,913	\$7,894	\$2,113	\$3,948
160	4	\$3,576	\$5,243	\$3,054	\$1,992	\$4,795	\$3,720	\$5,046	\$7,924	\$7,932	\$2,140	\$3,966

**Skid Steer Loaders**

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
216	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
226	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
236	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
242	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NIPA Co	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	Ship From	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
		DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
262	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
272	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Multi Terrain Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
247	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
257	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
277	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
287	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Compact Track Loaders</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
259	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
279	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
289	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
299	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
<b>Hydraulic Excavators</b>												
Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
300.9	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
301.4	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
301.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
301.8	11	\$4,042	\$5,828	\$4,253	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.2	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
302.4	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
302.7	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
302.2	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561
303	5	\$3,031	\$4,085	\$2,382	\$3,578	\$1,022	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
NJPA Contract	11	\$4,042	\$5,828	\$4,265	\$3,887	\$2,510	\$4,069	\$3,900	\$5,414	\$4,939	\$2,976	\$2,561

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
304	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
305.5	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
308	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
311	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
312	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
314	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
316	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
318	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
319	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
320	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
321	\$4,968	\$6,750	\$3,838	\$5,692	\$1,714	\$8,514	\$9,090	\$12,125	\$11,819	\$7,466	\$4,216
	\$6,847	\$9,727	\$6,808	\$6,448	\$4,216	\$6,689	\$6,390	\$9,022	\$8,165	\$4,914	\$4,291
324	\$3,312	\$4,500	\$2,558	\$3,794	\$1,142	\$5,676	\$6,060	\$8,083	\$7,879	\$4,978	\$2,810
325	\$4,565	\$6,485	\$4,538	\$4,298	\$2,810	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
328	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
329	\$5,910	\$8,644	\$4,925	\$3,694	\$7,831	\$5,730	\$8,182	\$12,865	\$12,853	\$3,694	\$6,482
336	\$6,612	\$9,671	\$5,510	\$4,140	\$8,762	\$6,289	\$9,155	\$14,395	\$14,382	\$4,133	\$7,253
345	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704
349	\$7,934	\$11,605	\$6,612	\$4,968	\$10,514	\$7,547	\$10,986	\$17,274	\$17,258	\$4,960	\$8,704

Backhoe Loaders

NIPA Contact

Ship From

1

2

3

4

5

6

7

8

9

10

11

**LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone**

*Shipping Zones - Based on Destination States*

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
416	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
420	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
430	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426
450	\$3,031	\$4,085	\$2,382	\$3,578	\$2,426	\$5,190	\$5,526	\$8,984	\$7,219	\$4,723	\$2,426

**Wheel Tractor Scrapers**

Unit	1	2	3	4	5	6	7	8	9	10	11
621	\$6,304	\$9,229	\$5,784	\$3,953	\$8,893	\$6,192	\$8,933	\$13,616	\$13,880	\$4,513	\$7,602
623	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447
627	\$7,006	\$10,255	\$6,427	\$4,392	\$9,882	\$6,881	\$9,926	\$15,130	\$15,424	\$5,014	\$8,447

**Articulated Trucks**

Unit	1	2	3	4	5	6	7	8	9	10	11
725	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
730	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
735	\$4,843	\$7,108	\$3,293	\$5,762	\$2,054	\$8,330	\$9,142	\$15,433	\$13,368	\$6,415	\$6,583
735	\$8,548	\$10,727	\$4,470	\$6,732	\$5,239	\$6,365	\$6,409	\$11,647	\$8,818	\$4,093	\$3,394
740	\$5,578	\$8,188	\$3,792	\$6,637	\$2,366	\$9,595	\$10,530	\$17,778	\$15,406	\$7,390	\$7,584
740	\$10,328	\$12,961	\$5,402	\$8,134	\$6,331	\$7,691	\$7,744	\$14,074	\$10,654	\$5,975	\$3,810
740	\$5,748	\$8,436	\$3,907	\$6,839	\$3,658	\$9,887	\$10,850	\$18,318	\$15,868	\$7,613	\$7,814
740	\$10,643	\$13,356	\$5,566	\$8,382	\$6,523	\$7,925	\$7,980	\$15,366	\$13,140	\$7,290	\$3,926

**Wheeled Dozers**

Unit	1	2	3	4	5	6	7	8	9	10	11
814	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
824	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
824(B)	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Landfill Compactors**

Unit	1	2	3	4	5	6	7	8	9	10	11
816	\$5,340	\$7,414	\$4,646	\$2,716	\$7,145	\$4,974	\$7,176	\$10,938	\$11,150	\$3,625	\$6,107
826	\$7,236	\$13,853	\$8,682	\$5,933	\$13,284	\$9,250	\$13,344	\$17,959	\$18,306	\$6,774	\$11,354
826(B)	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562
836	\$15,150	\$20,477	\$12,833	\$8,770	\$19,732	\$13,739	\$18,187	\$25,250	\$25,738	\$10,012	\$15,481
836(B)	\$2,184	\$3,277	\$1,800	\$1,301	\$2,808	\$2,328	\$3,173	\$4,217	\$4,426	\$1,770	\$2,562

**Wheel Loaders**

Unit	1	2	3	4	5	6	7	8	9	10	11
NJPA Compact	\$1,607	\$4,015	\$1,607	\$3,158	\$1,607	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,238

LANDSTAR - ELEVEN SHIPPING ZONES : Freight Rates: Based on a "Ship From" zone to Destination State Zone

Shipping Zones - Based on Destination States

Product:	NY, PA, NJ	VT, NH, ME	VA, WV, NC	OH, IN,	FL, GA	WI, MN,	CO, NM	WA, OR	CA, NV	NE, KS	TX, OK
	DE, MD	RI, MA, CT	KY, TN	MI, IL	SC, AL	ND, SD	WY, UT	ID, MT	AZ	MO, IA	LA, AK, MS
907	9	\$4,565	\$6,485	\$4,538	\$4,298	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
	1	\$1,607	\$4,015	\$1,607	\$3,158	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
908	1	\$1,607	\$4,015	\$1,607	\$3,158	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
914	1	\$2,853	\$4,015	\$2,789	\$3,158	\$5,109	\$7,635	\$10,363	\$9,559	\$4,274	\$6,233
	9	\$4,565	\$6,485	\$4,538	\$4,298	\$4,459	\$4,260	\$6,014	\$5,443	\$3,276	\$2,861
	11	\$3,980	\$5,389	\$2,081	\$3,134	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
924	3	\$2,696	\$4,361	\$2,886	\$2,832	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
930	3	\$2,696	\$4,361	\$2,886	\$2,832	\$5,597	\$7,663	\$10,036	\$9,338	\$5,341	\$5,665
938	4	\$3,445	\$5,044	\$3,161	\$1,847	\$3,384	\$4,882	\$7,441	\$7,585	\$2,466	\$4,154
950	4	\$3,502	\$5,128	\$3,214	\$1,878	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223
962	4	\$3,502	\$5,128	\$3,214	\$1,878	\$3,440	\$4,963	\$7,565	\$7,711	\$2,507	\$4,223
966	4	\$3,686	\$5,497	\$3,445	\$2,014	\$3,689	\$5,321	\$8,111	\$8,267	\$2,687	\$4,529
972	4	\$4,226	\$6,186	\$3,877	\$2,266	\$4,152	\$5,988	\$9,128	\$9,304	\$3,025	\$5,096
980	4	\$10,420	\$15,326	\$8,072	\$8,836	\$5,656	\$7,459	\$16,340	\$17,464	\$4,386	\$8,654

Track Loaders

Unit	Ship From	1	2	3	4	5	6	7	8	9	10	11
953	5	\$2,546	\$3,820	\$1,654	\$2,558	\$1,200	\$4,184	\$4,699	\$7,031	\$6,403	\$2,923	\$3,230
963	11	\$3,980	\$5,389	\$2,081	\$3,134	\$2,376	\$3,354	\$3,612	\$5,424	\$4,862	\$2,606	\$1,699
	5	\$3,395	\$4,982	\$2,191	\$3,838	\$1,440	\$5,546	\$6,088	\$10,277	\$8,902	\$4,271	\$4,385
973	11	\$6,286	\$7,888	\$3,124	\$4,703	\$3,660	\$4,446	\$4,477	\$8,136	\$6,158	\$3,454	\$2,202
	5	\$3,858	\$4,944	\$2,623	\$4,591	\$1,637	\$6,637	\$7,284	\$12,296	\$10,651	\$5,111	\$5,246
	11	\$7,145	\$8,965	\$3,736	\$5,627	\$4,379	\$5,320	\$5,357	\$9,734	\$7,369	\$4,133	\$2,635

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
253 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: SEVEN (7)  
PAGE 1 OF 1  
JM

ISSUE DATE: APRIL 7, 2014

CONTRACT OFFICER: RAY VALDEZ

THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT PARTS, ACCESSORIES, SUPPLIES & RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Section 5, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2014 through April 30, 2015.
2. Standard Terms and Conditions, item #20 and #21 shall hereby be replaced with the following:

**20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by any action, acts, errors, mistakes or omissions of Contractor relating to work, services, and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by the Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or wilful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a \$4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

**21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 7<sup>th</sup> DAY

OF May, 2014, AT TUCSON, ARIZONA.

Signature

Date

Jason Walker Governmental Sales Consultant  
Typed Name and Title

Caterpillar Inc.  
Company Name

100 NE Adams  
Address

Walker\_jason\_e@cater.com

Email Address

Peoria Illinois 61629  
City State Zip

*Nathan Laon*

As Director of Procurement and not personally

# CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701  
P.O. BOX 27210, TUCSON, AZ 85726  
(520) 837-4129  
ISSUE DATE: APRIL 8, 2015

CONTRACT NO.: 120377  
CONTRACT AMENDMENT NO.: EIGHT (8)  
PAGE 1 of 1  
CQ  
CONTRACT OFFICER: RAY VALDEZ

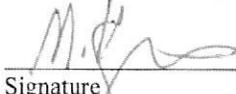
THIS CONTRACT IS AMENDED AS FOLLOWS:

## HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2015 through April 30, 2016.
2. The referenced contract has been amended to include the attached 2015 discount pricing structure and model changes for Caterpillar Equipment and Generators.
3. Caterpillar Telescopic Handlers have been added to the equipment line. A discount structure for the telescopic handlers has been added to the discount pricing structure.
4. Caterpillar Safety Services have been added as a value-added service, with a 15% discount.
5. The Caterpillar freight matrix shall be replaced with a dealer quote for shipping charges. Participating agencies shall receive a quote for shipping charges. Upon delivery of equipment, dealers shall provide participating agencies with a copy of the actual shipping charges. If actual shipping charges turn out to be lower than the quoted shipping charge, the difference shall be credited to the participating agency.

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF  
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

  
Signature \_\_\_\_\_ Date 09 APR 15

Mike Hynes, Governmental Account Manager  
Typed Name and Title

Caterpillar Inc.  
Company Name

100 NE Adams St, AB1345, Peoria, IL, 61629  
Address

Hynes\_mike\_J@cat.com  
Email Address

Peoria Illinois 61629  
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT  
IS HEREBY EXECUTED THIS 13<sup>th</sup> DAY  
OF April, 2015, AT TUCSON, ARIZONA.

  
\_\_\_\_\_  
As Director of Procurement and not personally

# 2015 Caterpillar Coop Contract Discounts V3

<b>Machines</b>	<b>New Equipment</b>	<b>Used Equipment</b>
<b>2015</b>	<b>Discount off List</b>	<b>Discount from original List</b>
<b>Pavers</b>		
AP255	16.00%	20.0%
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
<b>Rollers</b>		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34/CB34XW	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CD44	16.00%	20.0%
CD54	16.00%	20.0%
CP34	14.00%	20.0%
CP44	14.00%	20.0%
CP54	14.00%	20.0%
CP56	14.00%	20.0%
CP68	14.00%	20.0%
CP74	14.00%	20.0%
CS34	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS64	14.00%	20.0%
CS68	14.00%	20.0%
CS78	14.00%	20.0%
CW14	16.00%	20.0%
CW34	16.00%	20.0%
<b>Vocational Trucks</b>		
CT660	23.00%	
CT681	23.00%	

# 2015 Caterpillar Coop Contract Discounts V3

<b>Track Type Tractors</b>		
D3	25.00%	20.0%
D4	24.00%	20.0%
D5	25.00%	20.0%
D6	24.00%	20.0%
D7	22.00%	20.0%
D8	22.00%	20.0%
D9	10.00%	20.0%
<b>Integrated Tool Carriers</b>		
IT62	21.00%	20.0%
<b>Cold Planners</b>		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
<b>Reclaimers</b>		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
<b>Wheeled Excavators</b>		
M313	35.00%	20.0%
M314	18.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M320	21.00%	20.0%
M322	35.00%	20.0%
<b>Motor Graders</b>		
12	33.00%	20.0%
120	37.00%	20.0%
140	33.00%	20.0%
160	33.00%	20.0%
14	23.00%	20.0%
<b>Skid Steer Loaders</b>		
226	16.00%	20.0%
232	16.00%	20.0%
236	16.00%	20.0%
242	16.00%	20.0%
246	16.00%	20.0%
262	16.00%	20.0%
272	16.00%	20.0%

# 2015 Caterpillar Coop Contract Discounts V3

<b>Multi-Terrain Loaders</b>		
247	16.00%	20.0%
257	16.00%	20.0%
277	16.00%	20.0%
287	16.00%	20.0%
297	16.00%	20.0%
<b>Compact Track Loaders</b>		
239	16.00%	20.0%
249	16.00%	20.0%
259	16.00%	20.0%
279	16.00%	20.0%
289	16.00%	20.0%
299	16.00%	20.0%
<b>Excavators</b>		
300.9	17.50%	20.0%
301.4	17.50%	20.0%
301.7	17.50%	20.0%
302.4	17.50%	20.0%
302.7	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
313	21.00%	20.0%
314	25.00%	20.0%
316	25.00%	20.0%
318	22.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
323	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
335	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
352	12.00%	20.0%

# 2015 Caterpillar Coop Contract Discounts V3

<b>Backhoe Loaders</b>		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
<b>Wheel Tractor Scrapers</b>		
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
<b>Articulated Trucks</b>		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
745	14.00%	20.0%
<b>Landfill Compactors</b>		
815	14.00%	20.0%
816	14.00%	20.0%
825	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
<b>Wheel Dozers</b>		
814	15.00%	20.0%
824	15.00%	20.0%
<b>Wheel Loaders</b>		
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
910	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
982	12.00%	20.0%
<b>Track Loaders</b>		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%

# 2015 Caterpillar Coop Contract Discounts V3

<b>Telehandlers</b>		
TH255	12.00%	20.0%
TH406	12.00%	20.0%
TH407	12.00%	20.0%
TH514	12.00%	20.0%
TL642	12.00%	20.0%
TL943	12.00%	20.0%
TL1055	12.00%	20.0%
TL1255	12.00%	20.0%
<b>Worktools</b>	15.00%	
<b>Caterpillar Safety Services</b>	15.00%	N/A

## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) to be appended and made a part hereof and other public agencies (“Participating Public Agencies”) that register electronically with National Intergovernmental Purchasing Alliance Company (“National IPA”) or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

### **RECITALS**

**WHEREAS**, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein “Products”);

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

## **National IPA Current Participating Agencies**

This list representative of National IPA Participating Agencies and should not be considered a complete or final list as it changes continually. Any agency listed here in is not obligated to utilize any contract in the National IPA portfolio.

Matanuska-Susitna Borough  
Municipality of Anchorage  
Alabama Emergency Management Agency  
Anniston Housing Authority  
BIRMINGHAM SOUTHERN COLLEGE  
City of Gulf Shores Police Department  
City of Huntsville  
Cottonwood Police Department  
ESA - Taylor Road Academy  
Escambia County Commission  
Moody Bible Institute - WMBV  
Moody Bible Institute - WMFT  
North Alabama United Methodist Conference  
Ozark-Dale County E911  
SAMFORD UNIVERSITY  
SPRING HILL COLLEGE  
Tallapoosa County 9-1-1  
TROY STATE UNIVERSITY-DOTHAN  
TROY UNIVERSITY-MAIN CAMPUS  
UNIVERSITY OF ALABAMA AT BIRMINGHAM  
UNIVERSITY OF MOBILE  
Washington County Emergency Management Agency  
AR State Board of Embalmers & Funeral Directors  
Area Agency on Aging of Southeast Arkansas, Inc  
Arkansas Agriculture Dept. - Livestock and Poultry  
ARKANSAS BAPTIST COLLEGE  
Arkansas Department of Labor  
Arkansas Department of Parks and Tourism  
Arkansas Department of Workforce Services  
Arkansas Dept. of Finance & Administration  
Arkansas Dept. of Human Service  
Arkansas Fair Housing Commission  
Arkansas Insurance Department  
ARKANSAS NORTHEASTERN COLLEGE  
Arkansas Securities Department  
Arkansas State Library  
ARKANSAS STATE PLANT BOARD  
ARKANSAS STATE UNIVERSITY-MAIN CAMPUS  
Arkansas Teachers Retirement System  
ARKANSAS TECH UNIVERSITY  
Arkansas Tech University at Ozark  
Bureau of Legislative Research  
Cabot High School  
Cabot WaterWorks  
Central Arkansas Transit Authority  
CENTRAL ARKANSAS WATER

City of Beebe  
City of Bentonville  
City of Fayetteville  
City of Fort Smith  
City Of Fouke  
City of Lavaca  
City of Springdale  
Cleveland County School District  
Commission on Law Enforcement Standards and Training  
Community Resource Group, Inc.  
Dept. of Community Correction (Arkansas)  
ECCLESIA COLLEGE  
Eighth Judicial District Prosecuting Attorney  
Elna M Smith Foundation  
Fouke Public Schools  
Habitat for Humanity of Washington County  
HENDERSON STATE UNIVERSITY  
HENDRIX COLLEGE  
Jacksonville Housing Authority  
JOHN BROWN UNIVERSITY  
Lincoln Childcare Center  
Little Rock Convention & Visitors Bureau  
Little Rock Wastewater  
Marion Police Department  
NORTHWEST ARKANSAS COMMUNITY COLLEGE  
OUACHITA BAPTIST UNIVERSITY  
Ouachita Technical College  
Peace At Home Family Shelter, Inc.  
PHILANDER SMITH COLLEGE  
PULASKI TECHNICAL COLLEGE  
SOUTHEAST ARKANSAS COLLEGE  
Southwest Arkansas Development Council, Inc. Head Start  
Southwest Arkansas Planning & Development District, Inc.  
Southwest Arkansas Water District  
Texarkana Arkansas School District  
UNIVERSITY OF ARKANSAS AT FT SMITH  
UNIVERSITY OF ARKANSAS AT LITTLE ROCK  
UNIVERSITY OF ARKANSAS AT PINE BLUFF  
University of Arkansas Cooperative Extension Service  
University of Arkansas Foundation, Inc.  
UNIVERSITY OF CENTRAL ARKANSAS  
UNIVERSITY OF THE OZARKS  
Washington County, AR  
WILLIAMS BAPTIST COLLEGE  
Apollo Group, Inc.  
Arizona Department of Economic Security  
Arizona Public Service  
Boy Scouts of America  
Cambridge Academy  
City of Apache Junction  
CITY OF BISBEE

City of Casa Grande / Public Works Dept.  
City of Chandler  
City of Douglas  
City of El Mirage  
City of Glendale  
City of Goodyear  
City of Maricopa  
City of Mesa Arizona  
City of Prescott  
City of Scottsdale  
City of Somerton  
City of Surprise, AZ  
City of Tempe  
City of Tucson  
City of Yuma  
Coconino County  
Community Bridges, Inc.  
DEVRY UNIVERSITY - MESA  
DEVRY UNIVERSITY - NORTHEAST PHOENIX  
DEVRY UNIVERSITY - PHOENIX  
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-PRESCOTT  
ESA - Phoenix Center for Education  
Fountain Hills Sanitary District  
Fowler Elementary School District #45  
Gila County  
Hon-Dah Resort Casino  
Humboldt Unified School District #22  
La Frontera Center, Inc.  
Lake Havasu City  
Lake Havasu Unified School District #1  
Litchfield Elementary School District  
Maricopa Unified School District #20  
MOHAVE COMMUNITY COLLEGE DISTRICT  
Mohave County  
Navajo County  
Noah Webster Basic School  
Northern Arizona Regional Behavioral Health Authority  
NORTHLAND PIONEER COLLEGE  
NORTHWEST FIRE DISTRICT  
Osborn School District #8  
Parker Police Department  
Pascua Yaqui Tribe  
PIMA COMMUNITY COLLEGE  
Pima County, Arizona  
Pinal County (AZ)  
Pinal County Development Services  
Pinetop-Lakeside Police Department  
PYT Casino Del Sol  
Roosevelt School District #66  
Santa Cruz County (AZ)  
Superstition Mountains Community Facilities District No. 1

Temple Emanuel of Tempe  
Terros Behavioral Health Services  
The Guidance Center, Inc.  
The Town of Prescott Valley  
Town of Clarkdale  
Town of Marana  
Town of Oro Valley  
Town of Queen Creek  
Tucson Unified School District #1  
UNIVERSITY OF ARIZONA  
Valley Metro RPTA  
West Yavapai Guidance Clinic  
WorldatWork  
Yuma County Sheriff's Office  
Alameda County Medical Center  
Alameda County Sheriff's Office  
Alert Ambulance Network, LLC  
Allen and O'Hara Education Services  
ALLIANT INTERNATIONAL UNIVERSITY  
Alliant International University - Fresno  
Alliant International University - Irvine  
Alliant International University - Los Angeles  
Alliant International University - Sacramento  
Alliant International University - San Diego  
Anaheim Union High School District  
Associated Students - California State University - Hayward  
Associated Students - California State University - Long Beach  
Associated Students - San Diego State University  
Associated Students California State University - Fresno  
Associated Students California State University - Fullerton, Inc.  
Associated Students California State University - Northridge, Inc.  
Associated Students California State University - San Bernardino  
Associated Students Incorporated of California State University - Stanislaus  
Associated Students of California State University - Chico  
Associated Students of California State University - Sacramento  
Associated Students of California State University - San Marcos  
Associated Students of California State University Los Angeles, Inc.  
Associated Students of California State University, Channel Islands  
Associated Students of Humboldt State University  
Associated Students of San Francisco State University  
Associated Students of Sonoma State University  
Associated Students of the California Maritime Academy  
Associated Students San Jose State University  
Associated Students, California State University - Dominguez Hills  
Associated Students, California State University, Bakersfield, Inc.  
Associated Students, Incorporated of California Polytechnic State University at San Luis Obispo  
Associated Students, Incorporated, California State Polytechnic University - Pomona  
Autism Speaks  
Aztec Shops, Ltd.  
Bob Hope Airport

Boys & Girls Club of St Helena  
Burbank Unified School District  
Burbank-Glendale-Pasadena Airport Authority  
Bureau of State Audits  
Cal Poly Housing Corporation  
Cal Poly Pomona University Educational Trust  
Cal State Hayward Educational Foundation  
Cal State L.A. University Auxiliary Services, Inc.  
Calexico Unified School District  
California State University - Fullerton Housing Authority  
CALIFORNIA BAPTIST UNIVERSITY  
CALIFORNIA LUTHERAN UNIVERSITY  
CALIFORNIA MARITIME ACADEMY  
California Maritime Academy Foundation, Inc.  
California Polytechnic State University Foundation  
CALIFORNIA POLYTECHNIC STATE UNIVERSITY-SAN LUIS OBISPO  
California State Los Angeles Foundation  
CALIFORNIA STATE POLYTECHNIC UNIVERSITY-POMONA  
California State University - Chico Research Foundation  
California State University - Fresno Association, Inc.  
California State University - Fresno Foundation  
California State University - Hayward Foundation, Inc.  
California State University - Long Beach Foundation  
California State University - Northridge - Foundation  
California State University - Sacramento - Trust Foundation  
California State University - Sacramento Foundation  
California State University - San Marcos Foundation  
California State University - Stanislaus Auxiliary and Business Services  
California State University - Stanislaus Foundation  
California State University Bakersfield Foundation  
CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS  
California State University Dominguez Hills Foundation  
California State University Foundation  
California State University Institute  
California State University, Bakersfield Foundation for Research  
California State University, Bakersfield Student Union  
California State University, Channel Islands Foundation  
California State University, Fullerton, Foundation  
CALIFORNIA STATE UNIVERSITY-BAKERSFIELD  
CALIFORNIA STATE UNIVERSITY-CHANCELLORS OFFICE  
CALIFORNIA STATE UNIVERSITY-CHICO  
CALIFORNIA STATE UNIVERSITY-DOMINGUEZ HILLS  
CALIFORNIA STATE UNIVERSITY-EAST BAY  
CALIFORNIA STATE UNIVERSITY-FRESNO  
CALIFORNIA STATE UNIVERSITY-FULLERTON  
CALIFORNIA STATE UNIVERSITY-LONG BEACH  
CALIFORNIA STATE UNIVERSITY-LOS ANGELES  
CALIFORNIA STATE UNIVERSITY-MONTEREY BAY  
CALIFORNIA STATE UNIVERSITY-NORTHRIDGE  
CALIFORNIA STATE UNIVERSITY-SACRAMENTO  
CALIFORNIA STATE UNIVERSITY-SAN BERNARDINO

CALIFORNIA STATE UNIVERSITY-SAN MARCOS  
CALIFORNIA STATE UNIVERSITY-STANISLAUS  
California State Univesity-Educational Opportunity  
CalOptima  
Capital Public Radio  
Carlsbad Police Department  
Carnegie Institution of Washington  
Central Basin Municipal Water District  
CENTRE CITY DEVELOPMENT CORP.  
Chabot - Las Positas Community College District  
CHAPMAN UNIVERSITY  
City of Agoura Hills  
City of Anaheim  
City of Auburn  
City of Berkeley (CA)  
City of Beverly Hills  
City of Brea  
City of Buena Park  
City of Calimesa  
City of Carlsbad  
CITY OF CERRITOS  
City of Chino  
City of Chino Hills  
City of Chula Vista  
City of Coronado  
CITY OF CORONADO FIRE DEPARTMENT  
City of Costa Mesa  
City of Covina  
City of Culver City  
City of El Cajon  
City of El Cerrito  
City Of El Paso de Robles  
City of El Segundo  
CITY OF ENCINITAS-PUBLIC WORKS FACILITY  
City of Escondido  
City of Fremont  
City of Fresno  
City of Gardena  
City of Hawthorne - California  
City of Hayward  
City of Hemet (CA)  
City of La Mesa  
City of La Verne  
City of Lakewood  
City of Lancaster  
City of Lathrop  
City of Lodi  
City of Long Beach  
City of Los Angeles  
City of Lynwood  
City of Madera

CITY OF MALIBU  
City of Manhattan Beach  
City of Manteca  
City of Mountain View  
City of National City  
City of Norwalk  
City of Novato  
City of Oakland  
City of Oakley  
City of Oceanside  
City of Ontario  
City of Orange  
CITY OF OXNARD  
City Of Palm Desert  
City of Palm Springs  
City of Pasadena  
City of Patterson  
City of Poway  
City of Rancho Cucamonga  
City of Redding  
City of Redwood City  
City of Riverside  
City Of Sacramento  
City of Salinas (CA)  
City of San Diego  
City of San Jose  
City of San Pablo  
City of San Ramon  
City of Santa Clarita  
City of Santa Cruz  
City of Santee  
City of South Gate  
City of Stanton (CA)  
City of Sunnyvale  
City of Torrance  
City of Ventura  
City of Victorville  
City of Wasco  
City of Westlake Village  
City of Whittier

CLAREMONT GRADUATE UNIVERSITY

CLAREMONT GRADUATE UNIVERSITY - Office of Advancement

CLAREMONT GRADUATE UNIVERSITY - Peter F. Drucker and Masatoshi Ito  
Graduate School of Management

CLAREMONT GRADUATE UNIVERSITY - School of Arts and Humanities

CLAREMONT GRADUATE UNIVERSITY - School of Behavioral and Organizational  
Sciences

CLAREMONT GRADUATE UNIVERSITY - School of Educational Studies

CLAREMONT GRADUATE UNIVERSITY - School of Information and Technology

CLAREMONT GRADUATE UNIVERSITY - School of Politics and Economics

CLAREMONT GRADUATE UNIVERSITY - School of Religion

Claremont University Consortium  
CLEVELAND CHIROPRACTIC COLLEGE OF LOS ANGELES  
Clovis Unified School District  
Coast Community College District  
COGSWELL POLYTECHNICAL COLLEGE  
County of Tulare  
County of Marin  
County of Nevada  
County of Orange  
County of Riverside  
County of Sacramento  
County of San Diego  
County of Ventura  
Court of Appeal, First Appellate District  
CSAC - Excess Insurance Authority  
CSUMB Employee Housing, Inc.  
Cupertino Union School District  
Delta Diablo Sanitation District  
Desert Sands Unified School District  
DEVRY UNIVERSITY - FREMONT  
DEVRY UNIVERSITY - FRESNO  
DEVRY UNIVERSITY - IRVINE  
DEVRY UNIVERSITY - LONG BEACH  
DEVRY UNIVERSITY - LOS ANGELES METRO  
DEVRY UNIVERSITY - POMONA  
DEVRY UNIVERSITY - SACRAMENTO  
DEVRY UNIVERSITY - SAN DIEGO  
DEVRY UNIVERSITY - SAN FRANCISCO  
DEVRY UNIVERSITY - SAN JOSE  
DEVRY UNIVERSITY - WEST HILLS  
Discovery Christian Church  
DOMINICAN UNIVERSITY OF CALIFORNIA  
Donald P. Katherine B. Liker University Student Union, Inc.  
East Bay Municipal Utility  
Encina Wastewater Authority  
Environmental Service Concepts, LLC - Farmers Market  
Environmental Service Concepts, LLC - Universal City Walk  
Environmental Services Concepts, LLC - Beverly Center  
ESA - Carden Academy Morgan Hill  
ESA - Rossier Park Elementary  
ESA - Rossier Park High  
ESA - Spectrum - Concord Campus - Valley  
ESA - Spectrum - Fairfield Campus - Solano  
ESA - Spectrum - Oakland Campus - Camden  
ESA - Spectrum - Pittsburg Campus - Delta  
ESA - Spectrum - Randol Campus  
ESA - Spectrum - San Pablo Campus - Tara Hills  
ESA - Spectrum - Union City Campus - Mission Valley  
ESA - Spectrum Center - Golden Gate Campus  
EVERGREEN VALLEY COLLEGE  
Forest Lawn Memorial Park

Forty-Niner Shops, Inc.  
Foundation for Educational Achievement  
Foundation for the California State University - San Bernardino  
Foundation of California State University - Monterey Bay  
Franciscan Shops  
Fresno County Economic Opportunities Commission  
FRESNO PACIFIC UNIVERSITY  
Fresno State Programs for Children, Inc.  
Glendale Unified School District  
Glenn Superior Court  
Golden Gate National Parks Conservancy  
GOLDEN GATE UNIVERSITY-SAN FRANCISCO  
Grossmont Union High School District  
Hacienda La Puente USD (K-12)  
Harvard-Westlake School  
HARVEY MUDD COLLEGE  
Hemet Unified School District  
Hillsborough City School District  
HUMBOLDT STATE UNIVERSITY  
Humboldt State University Center Board of Directors  
Humboldt State University Foundation  
HUMPHREYS COLLEGE-STOCKTON  
Huntington Beach Union High School District  
Inglewood Park Cemetery  
JOHN F KENNEDY UNIVERSITY  
Keck Graduate Institute  
LA COSTA CANYON HIGH SCHOOL FOUNDATION  
LA County Superior Court  
LA SIERRA UNIVERSITY  
Lake Elsinore Unified School District  
Lakeside Union School District  
Las Virgenes Unified School District  
Los Angeles County Office of Education (LACOE)  
Los Angeles Fire Department  
Los Angeles Law Library  
Los Angeles Unified School District  
Marin County Employees Retirement Association  
Marine Mammal Center  
MENLO COLLEGE  
Metropolitan Water District of Southern California  
MILLS COLLEGE  
Montclair Police Department  
MOUNT SAINT MARY'S COLLEGE  
National City Public Library  
NEIGHBORHOOD HOUSE ASSOCIATION  
Newark Memorial High School  
North Bay Regional Center  
North Campus - University Park Development Corporation  
North County Health Project, Inc.  
Oakland Adult Education - Edward Shands Adult School  
Oakland Unified School District

Office of Systems Intergration  
Operation Safehouse  
Orange County Fire Authority  
Orange County Sanitation District  
Orange County Vector Control District  
PACIFIC GRADUATE SCHOOL OF PSYCHOLOGY  
PADRE DAM MUNICIPAL WATER DISTRICT  
Palm Springs Art Museum  
Palm Springs Unified School District  
Palo Verde Unified School District  
Placer ARC  
Placer County Procurement Services  
Project Kindle Inc.  
Redlands Unified School District  
SAINT MARY'S COLLEGE OF CALIFORNIA  
San Andreas Regional Center  
SAN DIEGO COUNTY OFFICE OF EDUCATION  
San Diego County Regional Airport Authority  
SAN DIEGO COUNTY WATER AUTHORITY  
San Diego Regional Center  
SAN DIEGO STATE UNIVERSITY  
San Diego State University Foundation  
San Diego Superior Court  
San Diego Unified Port District  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
San Fernando Valley Community Mental Health Center  
SAN FRANCISCO ART INSTITUTE  
San Francisco Public Utilities Commission  
SAN FRANCISCO STATE UNIVERSITY  
San Francisco State University Foundation, Inc.  
San Francisco State University Student Center  
San Gabriel Pomona Regional Center  
SAN JOSE CITY COLLEGE  
SAN JOSE STATE UNIVERSITY  
San Jose State University Foundation  
SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT  
San Luis Obispo County Office of Education  
San Marcos University Corporation  
SANDAG (San Diego Assoc. of Governments)  
Santa Clara County Office of Education  
SAYBROOK GRADUATE SCHOOL AND RESEARCH CENTER  
Schmahl Science Workshops  
Sequoia Union High School District  
Shakti Rising  
SIMPSON UNIVERSITY  
Sinai Temple dba Mount Sinai Parks & Mortuaries  
Skirball Cultural Center  
SONOMA COUNTY JUNIOR COLLEGE DISTRICT  
Sonoma State Enterprises, Inc.  
SONOMA STATE UNIVERSITY  
Sonoma State University Academic Foundation Inc.

Sonoma Student Union Corporation  
SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY  
Spartan Shops, Inc.  
St Augustine High School  
State Center Community College District  
State of California Assembly Rules Committee  
State of California Dept. of General Services  
Stone Soup  
Student Union of California State University - San Bernardino  
Superior Court of California, County of Marin  
Superior Court of California, County of Merced  
Superior Court of California, County of Riverside  
Sutter County  
Sweetwater Authority  
Temecula Valley Unified School District  
The Agricultural Foundation of California State University - Fresno  
The Cal Poly Pomona Foundation, Inc.  
The California State University - Fresno Athletic Corporation  
The Campanile Foundation  
The City of Corona (CA)  
The Housing Authority of the County of Contra Costa  
The King's College and Seminary  
THE NATURE CONSERVANCY  
The Student Union of San Jose State University  
The University Corporation  
The University Foundation California State University - Chico  
THE UNIVERSITY OF WEST LOS ANGELES  
Union Sanitary District  
University - Student Union Board, California State University - Los Angeles  
University Advancement Foundation  
University Glen Corporation  
UNIVERSITY OF LA VERNE  
UNIVERSITY OF REDLANDS  
UNIVERSITY OF SAN DIEGO  
UNIVERSITY OF SOUTHERN CALIFORNIA  
UNIVERSITY OF THE PACIFIC  
UNIVERSITY OF THE PACIFIC MCGEORGE SCHOOL OF LAW  
UNIVERSITY OF THE PACIFIC SCHOOL OF DENTISTRY  
University Student Union of California State University - Northridge  
University Union of California State University - Hayward  
University Union of California State University - Stanislaus  
University Union Operation of California State University - Sacramento  
Valley Mountain Regional Center  
Ventura County Community College District  
Vista Hill Foundation  
West Oakland Health Council  
WestEd  
WESTERN UNIVERSITY OF HEALTH SCIENCES  
Westside Regional Center  
Win River Casino  
Yucaipa-Calimesa Joint Unified School District

Accreditation Review Committee on Education in Surgical Technology

Adams County Golf Courses

Adams County Housing Authority

Adams County School District 50

Boulder County

Brent's Place (Brent Ely Foundation)

Calvary Episcopal Church

Cherry Creek School District #5

City and County of Denver - Wastewater Management

City of Colorado Springs

City of Cortez

City of Englewood

City of Fort Morgan

City of Glendale

City of Glenwood Springs

City of Littleton - Fire Department

City of Longmont

City of Loveland

City of Wheat Ridge, CO

Colorado Children's Campaign

Colorado Christian Univ. - AGS Northern Colorado Center

Colorado Christian Univ. - AGS Southern Colorado Center

Colorado Christian Univ. - AGS Western Colorado Center

COLORADO CHRISTIAN UNIVERSITY

Colorado Judicial Department

Colorado School Districts Self Insurance Pool

Colorado Seminary

COLORADO STATE UNIVERSITY

Colorado Supreme Court

Denver Housing Authority

Denver University

Denver Young Artists Orchestra

DEVRY UNIVERSITY - COLORADO SPRINGS

DEVRY UNIVERSITY - DENVER

DEVRY UNIVERSITY - WESTMINSTER

Eagle County School District

El Paso County

El Paso County Department of Health & Environment

Ent Federal Credit Union

ESA - College of Living Experience

ESA - Humanex Academy

ESA - Regional Marketing

Focus on the Family

Fort Lewis College

Fremont Sanitation District

Junior Achievement Worldwide

La Plata County Government

Larimer County

Lewis Palmer School District

Marilyn Hickey Ministries/Orchard Road Christian Center

Mesa County Valley School District #51

MESA STATE COLLEGE  
Poudre School District  
Pueblo City-County Health Department  
PW-Wastewater Management Division  
REGIS UNIVERSITY  
Rocky Vista University College of Osteopathic Medicine, LLC  
St. Vrain Valley School District  
The Clayton Foundation  
The Colorado Health Foundation  
Thompson School District  
Town of Erie  
Casey Family Services  
City of Danbury, CT  
City of Shelton  
Department of Children and Families  
Enhanced Care Initiative  
Greater Bridgeport Transit Authority  
HealthCare Connection, Inc.  
Newington Board of Education  
SACRED HEART UNIVERSITY  
SAINT JOSEPH COLLEGE  
Town of Glastonbury  
Town of Greenwich  
UNIVERSITY OF NEW HAVEN  
Walnut Hill Community Church  
West Hartford Public Schools  
Windham Region Council of Governments  
Alice Deal Middle School  
American Council for an Energy-Efficient Economy (ACEEE)  
American Red Cross  
American University  
Association for Psychological Science  
Association of Maternal & Child Health Programs  
CATHOLIC UNIVERSITY OF AMERICA  
Center for Health and Gender Equity  
Children's National Medical Center  
Friendship Public Charter School  
GEORGETOWN UNIVERSITY  
Grantmakers for Effective Organizations  
Jewish Historical Society of Greater Washington, DC  
Laborers' International Union of North America  
Metropolitan Washington Airports Authority  
Metropolitan Washington Council of Governments  
NATIONAL-LOUIS UNIVERSITY - Washington DC Campus  
Save The Children  
TRINITY UNIVERSITY  
Washington Metropolitan Area Transit Authority  
City of Wilmington  
DELAWARE STATE UNIVERSITY  
Lewes Police Department  
Alachua County Sheriff's Office

Baker County Board of Commissioners  
Brevard Achievement Center  
Brevard County Board of County Commissioners  
BROWARD COMMUNITY COLLEGE  
Broward County Board of County Commissioners (FL)  
Broward County Public Schools  
CARLOS ALBIZU UNIVERSITY-MIAMI CAMPUS  
CENTRAL FLORIDA COMMUNITY COLLEGE  
Charlotte County Fire/EMS  
City of Altamonte Springs  
City of Apopka  
City of Bonita Springs  
City of Boynton Beach, Fire Rescue Department  
City of Boynton Beach, Florida  
City of Casselberry Police Department  
City of Cocoa  
City of Coconut Creek  
City of Daytona Beach  
City of DeFuniak Springs  
City of Deltona  
City of Fort Lauderdale  
City of Fort Pierce  
City of Fort Walton Beach  
City of Gainesville  
City of Gulf Breeze  
City of Hallandale Beach  
City of Homestead  
City of Jacksonville  
City of Lake Mary  
City of Lake Wales  
City of Melbourne  
City of Miami (FL)  
City of Miramar  
City of North Miami Beach  
City Of Oldsmar  
City of Orlando, Florida  
City of Pinellas Park  
City of Plantation  
City of Port Orange  
City of Sanford  
City of Sanford - Public Works/Fleet Maintenance  
City of Sebastian  
City of South Daytona  
City of St. Petersburg  
City of Stuart, Florida  
City of Sunrise  
City of Tallahassee  
City of Tampa  
City of Tarpon Springs  
City of Winter Park  
Collier County Board of County Commissioners

Collier County Public Schools  
Community Coordinated Care for Children  
Council on Aging of West Florida, Inc.  
CROSS INTERNATIONAL  
Davie Police Department  
DAYTONA BEACH COMMUNITY COLLEGE  
DEVRY UNIVERSITY - FORT LAUDERDALE  
DEVRY UNIVERSITY - JACKSONVILLE  
DEVRY UNIVERSITY - MIAMI  
DEVRY UNIVERSITY - MIRAMAR  
DEVRY UNIVERSITY - ORLANDO  
DEVRY UNIVERSITY - ORLANDO NORTH  
DEVRY UNIVERSITY - TAMPA  
DEVRY UNIVERSITY - TAMPA EAST  
Duval County  
EMBRY RIDDLE AERONAUTICAL UNIVERSITY-DAYTONA BEACH  
Emerald Coast Utilities Authority  
Environmental Service Concepts, LLC - Cordova Mall  
Environmental Service Concepts, LLC - University Mall  
ESA - Atlantis Academy - Coral Springs  
ESA - Atlantis Academy - Miami  
ESA - Atlantis Academy - Palm Beaches  
ESA - Atlantis Academy - Tallahassee  
ESA - Bishop-Eton School  
ESA - Broach Tampa High School  
ESA - College Living Experience  
ESA - Crossroads - Arlington School  
ESA - Crossroads - North  
ESA - Crossroads - Regional Office  
ESA - Crossroads - West  
ESA - Crossroads Clearwater  
ESA - Crossroads Lakeland  
ESA - Crossroads Mandarin/Broach Mandarin  
ESA - Crossroads Orange Park  
ESA - Crossroads Tampa  
ESA - Crossroads West Palm  
ESA - Jupiter Academy  
ESA - Regional Marketing  
ESA - Regional Marketing  
ESA - The Brevard Learning Clinic - Melbourne School  
ESA - The Broach School - Orange Park Campus  
ESA - The Broach School - South  
ESA - The Broach School - West  
ESA - The Broach School at Bradenton  
ESA - The Broach School at Fort Myers  
ESA - The Broach School at Jacksonville  
ESA - The Broach School at St. Petersburg  
ESA - The Broach School of Tampa Elementary  
ESA - Zephyrhills  
Escambia County Sheriff's Office  
Escambia County, Florida

Face School- Florida Autism Center of Excellence  
FLAGLER COLLEGE  
FLORIDA COMMUNITY COLLEGE AT JACKSONVILLE  
Florida Community Health Centers  
Florida Gulf Coast University  
FLORIDA INTERNATIONAL UNIVERSITY  
FLORIDA MEMORIAL COLLEGE  
FLORIDA STATE UNIVERSITY  
Florida Tech - Melbourne  
Ft. Myers Public Defender's Office  
GULF COAST COMMUNITY COLLEGE  
HAITIAN NEIGHBORHOOD CENTER  
Hardee County Board of County Commissioners  
HENDRY COUNTY SCHOOL BOARD DISTRICT  
Hendry County Sheriff Department  
Hendry County Technology Services  
Hernando County Board of County Commissioners  
Hialeah Fire Department  
HILLSBOROUGH COMMUNITY COLLEGE  
Hillsborough County (FL)  
Hillsborough County Clerk of Circuit Court  
Hillsborough County Fire Rescue  
Hillsborough County Public Schools  
Hillsborough County Sheriff's Office  
Housing Authority of The City of Key West  
JACKSONVILLE UNIVERSITY  
KEISER COLLEGE  
Key Largo Fire Rescue  
LAKE-SUMTER COMMUNITY COLLEGE  
Lee County Sheriff's Department  
Lee County Tax Collector  
Legal Services of Greater Miami, Inc.  
Leon County, Florida  
LiveIT Academy  
Longwood Police Dept.  
LYNN UNIVERSITY  
MANATEE COMMUNITY COLLEGE  
Manatee County Government  
Marion County Sheriff's Office  
MEDVANCE INSTITUTE - CORPORATE  
MEDVANCE INSTITUTE - FT. LAUDERDALE  
MEDVANCE INSTITUTE - MIAMI  
MEDVANCE INSTITUTE - PORT ST. LUCIE  
MEDVANCE INSTITUTE - STUART  
MEDVANCE INSTITUTE - WEST PALM BEACH  
Miami Ad School  
MIAMI DADE COLLEGE  
Miami-Dade County

Moody Bible Institute - WKES  
Moody Bible Institute - WRMB  
NATIONAL-LOUIS UNIVERSITY - Tampa Florida Campus  
North Lauderdale Fire Rescue  
Northside Mental Health Center  
NOVA SOUTHEASTERN UNIVERSITY  
Office of the Public Defender-18th Circuit  
Office of the State Attorney  
Okaloosa County Board Of County Commissioners  
Okaloosa County Sheriff's Office  
OKALOOSA-WALTON COLLEGE  
Orange County Board of County Commissioners  
Orange County Fire & Rescue  
Orange County Health Department  
Orlando-Orange County Expressway Authority  
Orthodox Christian Mission Center  
Osceola County Government (BOCC)  
PALM BEACH COMMUNITY COLLEGE  
Palm Beach County Sheriff's Office  
Pasco County Clerk of the Circuit Court  
PENSACOLA JUNIOR COLLEGE  
Pinellas County Board of County Commissioners  
Pinellas County Sheriff's Office  
Public Defenders Office, 11th Judicial Circuit  
Reedy Creek Improvement District  
ROLLINS COLLEGE  
SAINT THOMAS UNIVERSITY  
SANTA FE COMMUNITY COLLEGE  
Santa Rosa County FCU  
Santa Rosa County School Board  
School Board of Pinellas County, Florida  
School District of Osceola County  
SEMINOLE COMMUNITY COLLEGE  
Seminole County (FL)  
SHELTER FOR ABUSED WOMEN/CHILD  
Sistema Universitario Ana G. Mendez (SUAGM)  
Solid Waste Authority of Palm Beach County Florida  
SOUTH FLORIDA COMMUNITY COLLEGE  
South Florida Regional Transportation Authority  
St Johns County Supervisor of Elections  
ST PETERSBURG COLLEGE  
State Attorney 18th JC of Florida  
STETSON UNIVERSITY  
Tampa Bay History Center  
Tampa Sports Authority  
The American University of the Caribbean School of Medicine  
THE BAPTIST COLLEGE OF FLORIDA  
The Centers, Inc.  
THE UNIVERSITY OF TAMPA  
Town of Belleair  
Town of Indian River Shores

Town of Palm Beach  
Town of Southwest Ranches  
Town of Surfside Technology Department  
TRINITY COLLEGE OF FLORIDA  
United Cerebral Palsy South Florida  
United Safety Council  
University of Central Florida  
UNIVERSITY OF FLORIDA  
UNIVERSITY OF NORTH FLORIDA  
VALENCIA COMMUNITY COLLEGE  
Vero Beach Police Department  
Village of Royal Palm Beach  
Washington Co Dist. School Board/ dba Washington-Holmes Technical Ctr  
Winter Garden Police Department  
Work Force One  
Wounded Warrior Project  
YMCA of the Palms  
YMCA OF THE PALMS/Bonita Springs  
Alpharetta First United Methodist  
American Intercontinental University  
Anverse, Inc.  
Atlanta HIDTA  
Atlanta Public Schools  
AUGUSTA TECHNICAL COLLEGE  
BERRY COLLEGE  
Berry College - Oak Hill and the Martha Berry Museum  
BREWTON-PARKER COLLEGE  
Camden County Board of Commissioners  
Carroll County Board of Commissioners  
City of Atlanta  
City of Cartersville  
City of Cumming, Georgia  
City of Kennesaw  
City of Roswell, Georgia  
City of Sandy Springs  
City of Smyrna Georgia  
CLARK ATLANTA UNIVERSITY  
Cobb County Government  
COVENANT COLLEGE  
Crisp County Board of Commisioners  
Crisp County Health Department  
Crisp County Information Technology Department  
Dade County  
DeKalb Community Service Board (CSB)  
DeKalb County Government  
Department of Administrative Services, State of Georgia  
Department of Juvenile Justice  
DEVRY UNIVERSITY - ALPHARETTA  
DEVRY UNIVERSITY - ATLANTA  
DEVRY UNIVERSITY - ATLANTA BUCKHEAD  
DEVRY UNIVERSITY - ATLANTA PERIMETER CENTER

DEVRY UNIVERSITY - DECATUR  
DEVRY UNIVERSITY - DULUTH  
DEVRY UNIVERSITY - STOCKBRIDGE  
Floyd County Government  
Georgia Department of Human Resources  
Georgia International Convention Center  
Georgia Office of Secretary of State  
Georgia State Government 7th Judicial Administrative District  
Grady County Board of Commissioners  
GRN Community Service Board  
Gwinnett County Board of County Commissioners  
Gwinnett County Public Library  
Jones County Board of Commissioners  
LAGRANGE COLLEGE  
LIFE UNIVERSITY  
Metropolitan Atlanta Rapid Transit Authority (MARTA)  
Municipal Gas Authority of Georgia  
PAINE COLLEGE  
SHORTER COLLEGE  
Smoke Rise Baptist Church  
SPELMAN COLLEGE  
State of Georgia - Department of Human Resources  
The City Of Monroe  
THOMAS UNIVERSITY  
TOCCOA FALLS COLLEGE  
TRUETT-MCCONNELL COLLEGE  
Unified Government of Athens-Clarke County  
University of Georgia Police Department  
Walton County Board of Education  
Walton County Water and Sewerage Authority  
Walton Electric Membership Corporation  
American Red Cross - Central Iowa Chapter  
Black Hawk County  
Bondurant-Farrar Community Schools  
Cass County Memorial Hospital  
Center for the Advancement of Self-Sufficiency, Incorporated  
City of Ames  
City of Cedar Rapids IA  
City of Council Bluffs Police Department  
City of Davenport  
City of Des Moines  
City of Nevada  
Dallas County  
Delaware County  
DES MOINES AREA COMMUNITY COLLEGE  
Greene County  
Guthrie County  
Heartland Child Development  
HENRY COUNTY SHERIFFS OFFICE  
Hospice of Central Iowa  
Indianola High School

Iowa Division of Banking  
Iowa State Association of Counties  
Linn County  
Minburn Community School District  
Nishna Valley Credit Union  
Northeast Iowa Community College  
Norwalk Community Schools  
Riverside Lutheran Bible Camp  
SIMPSON COLLEGE  
The Municipal Housing Agency  
Veteran Affairs - Iowa Veterans Cemetary  
Walnut Creek Community Church  
Warren County  
Winterset Community School District  
Children's Home Society of Idaho  
City of Idaho Falls  
College of Western Idaho  
Idaho Housing and Finance Association  
Mountain Home Fire Department  
The City of Post Falls, Idaho  
Addison Public Library  
After School Matters  
American Dental Association  
BLACK HAWK COLLEGE  
BLACKBURN COLLEGE  
Bloom Township  
Boy Scouts of America  
CARL SANDBURG COLLEGE  
Carol Stream Police  
Central Illinois Service Access, Inc.  
Chester Community Unit School District  
Chicago Public Schools  
City Colleges of Chicago System  
CITY COLLEGES OF CHICAGO-HAROLD WASHINGTON COLLEGE  
CITY COLLEGES OF CHICAGO-HARRY S TRUMAN COLLEGE  
CITY COLLEGES OF CHICAGO-KENNEDY-KING COLLEGE  
CITY COLLEGES OF CHICAGO-MALCOLM X COLLEGE  
CITY COLLEGES OF CHICAGO-OLIVE-HARVEY COLLEGE  
CITY COLLEGES OF CHICAGO-RICHARD J DALEY COLLEGE  
CITY COLLEGES OF CHICAGO-WILBUR WRIGHT COLLEGE  
City of Aurora (IL)  
City of Decatur  
City of Edwardsville  
City of Elgin  
City of Evanston  
City of Galesburg, IL  
City of Lake Forest  
City of Park Ridge  
City of Peoria, Illinois  
City of Peru  
City of Quincy

City of Rock Island  
City of Tuscola  
City of Waterloo  
City of Wilmington  
COLLEGE OF DUPAGE  
COLLEGE OF LAKE COUNTY  
COLUMBIA COLLEGE CHICAGO  
Consulate General of the Republic of Poland  
Cook County Office of the Purchasing Agent  
County of DuPage  
County of McHenry  
Crusader Clinic  
DANVILLE AREA COMMUNITY COLLEGE  
Danville Public Library  
DeKalb County Public Building Commission  
DES PLAINES PARK DISTRICT  
DEVRY UNIVERSITY - ADDISON  
DEVRY UNIVERSITY - CHICAGO  
DEVRY UNIVERSITY - CHICAGO LOOP  
DEVRY UNIVERSITY - CHICAGO O'HARE  
DEVRY UNIVERSITY - ELGIN  
DEVRY UNIVERSITY - GURNEE  
DEVRY UNIVERSITY - LINCOLNSHIRE  
DEVRY UNIVERSITY - NAPERVILLE  
DEVRY UNIVERSITY - OAKBROOK TERRACE  
DEVRY UNIVERSITY - SCHAUMBURG  
DEVRY UNIVERSITY - TINLEY PARK  
District 156 - McHenry Community High School  
District 156 - McHenry High School - Booster Club  
District 156 - McHenry High School - East Campus  
District 156 - McHenry High School - Tempo  
District 156 - McHenry High School - West Campus  
District 156 - McHenry High Schools - Athletics  
District 200 - Clay Elementary School  
District 200 - Dean Street Elementary School  
District 200 - Greenwood Elementary School  
District 200 - Mary Endres Elementary School  
District 200 - Northwood Middle School  
District 200 - Olson Middle School  
District 200 - Verda Dierzen Early Learning Center  
District 200 - Westwood Elementary School  
District 200 - Woodstock Community Unit School District  
District 200 - Woodstock High School  
District 300 - Administration Building  
District 300 - Algonquin Lakes Elementary  
District 300 - Algonquin Middle School  
District 300 - Buildings and Grounds  
District 300 - Carpentersville Middle School  
District 300 - deLacey Family Education Center  
District 300 - Dundee Highlands Elementary  
District 300 - Dundee Middle School

District 300 - Dundee-Crown High School  
District 300 - Eastview Elementary  
District 300 - Golfview Elementary  
District 300 - Hampshire Elementary  
District 300 - Hampshire High School  
District 300 - Jacobs High School  
District 300 - Lake in the Hills Elementary  
District 300 - Lakewood  
District 300 - Liberty Elementary  
District 300 - Lincoln Prairie Elementary  
District 300 - Meadowdale Elementary  
District 300 - Neubert Elementary School  
District 300 - Oak Ridge School  
District 300 - Parkview Elementary  
District 300 - Perry Elementary  
District 300 - Sleepy Hollow Elementary  
District 300 - Transportation - Algonquin  
District 300 - Transportation - Carpentersville  
District 300 - Westfield Community School  
Dundee Township Park District  
DuPage County Health Department  
Edwardsville CUSD #7  
Ela Township  
ELGIN COMMUNITY COLLEGE  
ELMHURST COLLEGE  
ESA - Regional Marketing  
Fairview Ministries/ VibrantLiving Communities and Services  
Forest Preserve District of Cook County  
Freeport Park District  
Frontier Community College  
Glen Carbon Centennial Library  
Glen Ellyn Public Library  
Good Samaritan Home of Quincy  
Granite City School District  
GREENVILLE COLLEGE  
Harvest Bible Chapel  
HEARTLAND COMMUNITY COLLEGE  
HIGHLAND COMMUNITY COLLEGE  
Hinsdale Public Library  
Hoffman Estates Park District  
Housing Authority of Joliet  
Illinois Association of School Administrators  
Illinois Audubon Society  
ILLINOIS CENTRAL COLLEGE  
Illinois Community College Board  
Illinois Community College System Foundation  
ILLINOIS EASTERN COMMUNITY COLLEGES-OLNEY CENTRAL COLLEGE  
ILLINOIS EASTERN COMMUNITY COLLEGES-WABASH VALLEY COLLEGE  
ILLINOIS VALLEY COMMUNITY COLLEGE  
ILLINOIS WESLEYAN UNIVERSITY  
Infant Welfare Society of Chicago

ITT TECHNICAL INSTITUTE  
ITT TECHNICAL INSTITUTE  
JOHN A LOGAN COLLEGE  
JOHN WOOD COMMUNITY COLLEGE  
JOLIET JUNIOR COLLEGE  
JUDSON COLLEGE  
KANKAKEE COMMUNITY COLLEGE  
KASKASKIA COLLEGE  
KISHWAUKEE COLLEGE  
Lake County Health Department and Community Health Center  
LAKE FOREST GRADUATE SCHOOL OF MANAGEMENT  
Lake Forest Police Department  
LAKE LAND COLLEGE  
LEWIS AND CLARK COMMUNITY COLLEGE  
LINCOLN LAND COMMUNITY COLLEGE  
Lincoln Trail College  
Lisle Public Library District  
Lockport Township Park District  
LOYOLA UNIVERSITY CHICAGO  
Madison County Government  
Marengo Rescue Squad  
MCHENRY COUNTY COLLEGE  
MIDWESTERN UNIVERSITY  
MONMOUTH COLLEGE  
MOODY BIBLE INSTITUTE  
Moody Bible Institute - WDLM  
Moody Bible Institute - WMBI  
MORAIN VALLEY COMMUNITY COLLEGE  
MORTON COLLEGE  
Mount Prospect School District 57  
NATIONAL-LOUIS UNIVERSITY  
NATIONAL-LOUIS UNIVERSITY - Chicago Campus  
NATIONAL-LOUIS UNIVERSITY - Elgin Campus  
NATIONAL-LOUIS UNIVERSITY - Lisle Campus  
NATIONAL-LOUIS UNIVERSITY - Skokie Campus  
Neighborhood Housing Services of Chicago  
NORTH CENTRAL COLLEGE  
Oak Park Township  
OAKTON COMMUNITY COLLEGE  
OLIVET NAZARENE UNIVERSITY  
Oswego CUSD #308  
Our Lady of Perpetual Help Church  
Park District Risk Management  
PARKLAND COLLEGE  
Peoria Public Schools District 150  
PRAIRIE STATE COLLEGE  
Prospect Heights Police Department  
REND LAKE COLLEGE  
RICHLAND COMMUNITY COLLEGE  
ROBERT MORRIS COLLEGE  
ROBERT MORRIS COLLEGE - BENSENVILLE

ROBERT MORRIS COLLEGE - DUPAGE  
ROBERT MORRIS COLLEGE - LAKE CO.  
ROBERT MORRIS COLLEGE - ORLAND PARK  
ROBERT MORRIS COLLEGE - ORLAND PARK  
ROBERT MORRIS COLLEGE - PEORIA  
ROBERT MORRIS COLLEGE - SPRINGFIELD  
ROCK VALLEY COLLEGE  
Rockford Lutheran Schools  
Roxana Public Library District  
SAUK VALLEY COMMUNITY COLLEGE  
SHAWNEE COMMUNITY COLLEGE  
Skokie Park District  
SOUTH SUBURBAN COLLEGE  
SOUTHEASTERN ILLINOIS COLLEGE  
Southern Illinois Enforcement Group  
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE  
SOUTHWESTERN ILLINOIS COLLEGE  
SPERTUS COLLEGE  
SPOON RIVER COLLEGE  
SPRINGFIELD COLLEGE IN ILLINOIS  
Springfield Park District  
St. Clair County  
The Family Institute at Northwestern University  
Town of Normal, Illinois  
Trilogy, Inc.  
TRITON COLLEGE  
University of St. Francis  
Village of Bartlett  
Village of Elk Grove  
Village of Glen Ellyn  
Village of Glendale Heights (IL)  
Village of Grayslake  
Village of Milan  
Village of Oak Brook  
Village of Westchester  
Village of Wheeling  
Village of Woodridge  
WAUBONSEE COMMUNITY COLLEGE  
Westmont Public Library  
Will County Government (IL)  
WILLIAM RAINEY HARPER COLLEGE  
Willow Creek Community Church  
Woodford County  
Woodford County Health Department  
Woodridge School District 68  
Allen County Government  
ANCILLA COLLEGE  
ANDERSON UNIVERSITY  
Athens Medical Center  
Bartholomew County  
BETHEL COLLEGE

Brownsburg Community School Corporation  
BUTLER UNIVERSITY  
CALUMET COLLEGE OF SAINT JOSEPH  
Cancer Services of Allen County  
CenterPoint Counseling Center  
Cicero Parks Department  
City of Fort Wayne  
Community Mental Health Center, Inc  
DEPAUW UNIVERSITY  
DEVRY UNIVERSITY - INDIANAPOLIS  
DEVRY UNIVERSITY - MERRILLVILLE  
EARLHAM COLLEGE  
ESA - Regional Marketing  
Evansville-Vanderburgh School Corporation  
First United Methodist Church  
First United Methodist Church - Martinsville  
Fort Wayne Community Schools  
FRANKLIN COLLEGE  
GAGE, Inc.  
Good Samaritan Hospital  
GOSHEN COLLEGE  
Grace College & Seminary - Grace Schools, Inc.  
GRACE COLLEGE AND THEOLOGICAL SEMINARY  
HANOVER COLLEGE  
HealthSouth Deaconess Rehabilitation Hospital  
HOLY CROSS COLLEGE  
HUNTINGTON UNIVERSITY  
Independent Colleges of Indiana, Inc.  
INDIANA INSTITUTE OF TECHNOLOGY  
INDIANA WESLEYAN UNIVERSITY  
Indiana Wesleyan University - Wesleyan Retirement Center, Inc.  
Indianapolis Public Transportation Corporation  
IVY TECH COMMUNITY COLLEGE - ANDERSON CAMPUS  
IVY TECH COMMUNITY COLLEGE - EAST CHICAGO CAMPUS  
IVY TECH COMMUNITY COLLEGE - ELKHART CAMPUS  
IVY TECH COMMUNITY COLLEGE - LAWRENCEBURG CAMPUS  
IVY TECH COMMUNITY COLLEGE - LOGANSPOUR CAMPUS  
IVY TECH COMMUNITY COLLEGE - MARION CAMPUS  
IVY TECH COMMUNITY COLLEGE - MICHIGAN CITY CAMPUS  
IVY TECH COMMUNITY COLLEGE - VALPARAISO CAMPUS  
IVY TECH COMMUNITY COLLEGE - WABASH CAMPUS  
IVY TECH COMMUNITY COLLEGE - WARSAW CAMPUS  
IVY TECH COMMUNITY COLLEGE-BLOOMINGTON CAMPUS  
IVY TECH COMMUNITY COLLEGE-CENTRAL OFFICE  
IVY TECH COMMUNITY COLLEGE-COLUMBUS CAMPUS  
IVY TECH COMMUNITY COLLEGE-EVANSVILLE CAMPUS  
IVY TECH COMMUNITY COLLEGE-FORT WAYNE CAMPUS  
IVY TECH COMMUNITY COLLEGE-GARY CAMPUS  
IVY TECH COMMUNITY COLLEGE-INDIANAPOLIS CAMPUS  
IVY TECH COMMUNITY COLLEGE-KOKOMO CAMPUS  
IVY TECH COMMUNITY COLLEGE-LAFAYETTE CAMPUS

IVY TECH COMMUNITY COLLEGE-MADISON CAMPUS  
IVY TECH COMMUNITY COLLEGE-MUNCIE CAMPUS  
IVY TECH COMMUNITY COLLEGE-RICHMOND CAMPUS  
IVY TECH COMMUNITY COLLEGE-SELLERSBURG CAMPUS  
IVY TECH COMMUNITY COLLEGE-SOUTH BEND CAMPUS  
IVY TECH COMMUNITY COLLEGE-TERRE HAUTE CAMPUS  
Kosciusko 21st Century Foundation  
Lebanon Public Library  
Lifeline Youth & Family Services, Inc.  
MANCHESTER COLLEGE  
MARIAN COLLEGE  
Marshall County Government (Sheriff's Office)  
MARTIN UNIVERSITY  
Metropolitan School District of Lawrence Township  
Metropolitan School District of Mt. Vernon  
Monroe County Board of Commissioners  
Moody Bible Institute - WGNR  
OAKLAND CITY UNIVERSITY  
PURDUE UNIVERSITY-CALUMET CAMPUS  
ROSE-HULMAN INSTITUTE OF TECHNOLOGY  
Rose-Hulman Institute of Technology - Rose-Hulman Ventures  
SAINT JOSEPHS COLLEGE  
SAINT MARY-OF-THE-WOODS COLLEGE  
SAINT MARY'S COLLEGE  
South Harrison Community School Corporation  
Southern Hancock Schools  
TAYLOR UNIVERSITY BROADCASTING, INC.  
TAYLOR UNIVERSITY-FT WAYNE  
TAYLOR UNIVERSITY-UPLAND  
The Center for Hospice and Palliative Care, Inc  
Town of Newburgh  
Tri-State University  
TRI-STATE UNIVERSITY-FORT WAYNE CAMPUS  
TRI-STATE UNIVERSITY-HOWE CAMPUS  
TRI-STATE UNIVERSITY-KENDALLVILLE CAMPUS  
TRI-STATE UNIVERSITY-MERRILLVILLE CAMPUS  
TRI-STATE UNIVERSITY-NORTH CAMPUS  
TRI-STATE UNIVERSITY-SOUTH BEND CAMPUS  
UNIVERSITY OF EVANSVILLE  
UNIVERSITY OF INDIANAPOLIS  
UNIVERSITY OF SAINT FRANCIS-FT WAYNE  
VALPARAISO UNIVERSITY  
VINCENNES UNIVERSITY  
Vineyard Community Church  
WABASH COLLEGE  
Workforce Network, Inc.  
Atchison County (KS)  
Auburn-Washburn USD 437  
Bonner Springs Library  
Bonner Springs Police Department  
Church of the Resurrection

City of Lawrence  
City of Lenexa  
City of Olathe  
City of Ottawa  
City of Wichita (KS)  
CLEVELAND CHIROPRACTIC COLLEGE  
Cloud County  
Douglas County  
Episcopal Diocese of Kansas  
Family Service & Guidance Center of Topeka, Inc.  
FORT HAYS STATE UNIVERSITY  
Franklin County  
Gentiva Health Services, Inc.  
Hand in Hand Christian Adoption  
Hutchinson Community Foundation  
JOHNSON COUNTY COMMUNITY COLLEGE  
Johnson County KS  
Johnson County Parks & Recreation  
Kansas Family Partnership, Inc.  
McPherson Public Library  
Miami County, Kansas  
Mid Kansas Community Action Program Inc  
Ransom Memorial Hospital  
South Central Mental Health Counseling Center  
State of Kansas  
Topeka Lutheran School  
Turner Unified School District 202  
Unified Government of Wyandotte County  
USD 259/Wichita Public Schools  
WASHBURN UNIVERSITY  
Wichita State University  
Wyandot Center for Community Behavioral Healthcare, Inc.  
Boone County Fiscal Court  
Campbell County Fiscal Court  
CAMPBELLSVILLE UNIVERSITY  
Central Baptist Hospital  
Christian County Constable, District 5  
City of Bowling Green  
City of Owensboro  
Fleming County Fiscal Court  
Greater Owensboro Economic Development Corporation  
Lexington-Fayette Urban County Government  
Louisville & Jefferson County Metro Sewer District  
MID-CONTINENT UNIVERSITY  
Nicholas County Public Library  
NORTHERN KENTUCKY UNIVERSITY  
Owensboro Riverport  
Pennyrile Area Development District  
The Housing Authority of Covington  
UNIVERSITY OF THE CUMBERLANDS  
Warren County Fiscal Court

Wedco District Health Department  
Ascension Parish Clerk of Court  
Baton Rouge Water Company  
CENTENARY COLLEGE OF LOUISIANA  
Cypress Baptist Church  
DHH-OPH Region 3 - Lafourche Parish Health Unit  
Dillard University  
LOUISIANA COLLEGE  
Louisiana Water Works  
MEDVANCE INSTITUTE-BATON ROUGE  
NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY  
New Orleans Center for Creative Arts/Riverfront  
OUR LADY OF HOLY CROSS COLLEGE  
REACH  
Recreation and Park Commission (BREC)  
Second Harvest Food Bank of Greater New Orleans & Acadiana  
St Tammany Fire District 4  
St. Charles Community Health Center, Inc.  
St. Charles Parish President's Office  
St. Tammany Parish Mosquito Abatement  
Tulane University of Louisiana  
UNIVERSITY OF NEW ORLEANS  
XAVIER UNIVERSITY OF LOUISIANA  
BAY PATH COLLEGE  
Boston Public Health Commission  
City of Boston  
Environmental Service Concepts, LLC - IKEA  
Environmental Service Concepts, LLC - Montrose School  
Environmental Service Concepts, LLC - Natick Mall  
Environmental Service Concepts, LLC - Westgate Mall  
Steamship Authority  
Town of Sudbury  
Town of West Stockbridge  
American Society for Parenteral and Enteral Nutrition  
ANNE ARUNDEL COMMUNITY COLLEGE  
Anne Arundel County  
Anne Arundel County Public Schools  
Baltimore Collegetown Network  
Baltimore County Public Schools  
Board of County Commissioners of Washington County Maryland  
Carroll County Youth Service Bureau  
Casey Family Services  
Cecil County Public Schools  
Charles County Public Schools  
City of Annapolis  
City of Bowie Parks and Grounds Dept.  
City of Frederick  
City of Salisbury (MD)  
County of Baltimore  
DEVRY UNIVERSITY - BETHESDA  
Dorchester County Public Schools

Frederick County Government (MD)  
Harford County Maryland  
HOWARD COMMUNITY COLLEGE  
Howard County MD  
Howard County Public School System  
JOHNS HOPKINS UNIVERSITY  
LOYOLA COLLEGE IN MARYLAND  
Maryland Aviation Administration  
Maryland National Capital Park and Planning Commission  
MCDANIEL COLLEGE  
Montgomery College  
Montgomery County Fire and Rescue Service  
Montgomery County Maryland  
Montgomery County Public Schools  
North Hagerstown High School  
Prince George's County Government  
Prince George's County Public Schools  
SALISBURY UNIVERSITY  
State of Maryland  
The Annie E. Casey Foundation  
The Maryland-National Capital Park & Planning Commission  
The Walter P. Carter Center  
TOWSON UNIVERSITY  
UNIVERSITY OF MARYLAND-COLLEGE PARK  
Upper Montgomery Athletic Club (UMAC Baseball)  
Washington Research Library Consortium  
Washington Suburban Sanitary Commission  
WICOMICO COUNTY BOARD OF EDUCATION  
Wicomico County Health Department  
Wicomico County, Maryland  
Worcester County Board of Education  
Worcester County Health Dept.  
WOR-WIC COMMUNITY COLLEGE  
Youth Sport Soccer Association  
City of Westbrook  
COLBY COLLEGE  
Delta Ambulance Corporation  
ADRIAN COLLEGE  
ALBION COLLEGE  
ALMA COLLEGE  
Alpena County Sheriff's Office  
Ann Arbor Public Schools  
AQUINAS COLLEGE  
Armada Township Fire Department  
Auburn Hills Fire Department  
Bay County  
Beautiful Savior Lutheran Church  
Berkley Public Safety  
Birmingham Fire Department  
Birmingham Public Schools  
BLOOMFIELD HILLS POLICE DEPARTMENT

Bloomfield Township Fire Dept.  
Bloomfield Township Police Dept.  
Branch Intermediate School District  
Brandon Fire Dept.  
Brighton Area Fire Authority  
Brother Rice High School  
CALVIN COLLEGE  
Cass County  
Cassopolis Public Schools  
Catholic Federal Credit Union  
Centreville Public Schools  
City of Auburn Hills  
City of Birmingham  
City of Dearborn  
City of Eastpointe  
City of Farmington  
City of Farmington Hills  
City of Frankfort  
City of Grosse Pointe  
City of Grosse Pointe Park  
City of Harper Woods  
City of Lansing  
City of Livonia  
City of Madison Heights  
City of Midland  
City of Northville  
City of Novi  
City of Oak Park  
City of Pontiac  
City of Portage, Michigan  
City of Riverview  
City of Rochester Hills  
City of Roseville  
City of Royal Oak  
City of Southfield  
City of St. Clair Shores  
City of Sterling Heights  
City of Taylor  
City of Troy  
City of Vassar - City Hall  
City of Walled Lake  
City of Warren  
City of Wixom  
Clarkston Brandon Credit Union  
Clinton Township Fire  
Commerce Township Fire Dept.  
Community Mental Health Authority Clinton-Eaton-Ingham Counties  
Concord EMS  
County of Macomb  
County of Saginaw  
County of St Clair, Michigan

Cranbrook Educational Community  
Delhi Charter Township  
Delta Township Fire  
Durand Police Department  
ESA - Regional Marketing  
Farmington Dept. of Public Safety  
Ferndale Fire Rescue  
Foster, Swift, Collins & Smith  
Franklin-Bingham Fire Department  
Genesee County  
Genesee County Road Commission  
Grand Ledge Area Fire Department  
Grand Rapids Child Discovery Center - Aquinas College  
Groveland Township Fire  
Hackley Public Library  
Hamburg Police Department  
Hart EMS  
Hayes Township  
Hazel Park Fire  
Health Plus of Michigan  
Heart of the Lakes Center for Land Conservation  
Highland Township Fire  
Hillsdale College  
Holly Township  
HOPE COLLEGE  
Huron-Clinton Metropolitan Authority  
Independence Township Fire  
Ishpeming Volunteer Fire Department  
Kalamazoo Christian School Association  
KALAMAZOO COLLEGE  
Kawkawlin Township  
Kentwood Public Schools  
Lac Vieux Desert Band of Lake Superior Chippewa  
Lakeview School District  
LANSING COMMUNITY COLLEGE  
LAWRENCE TECHNOLOGICAL UNIVERSITY  
Leland Township Fire & Rescue  
Livingston County  
Livonia Fire & Rescue  
Looking Glass Regional Fire Authority  
Lutheran Homes of Michigan, Inc.  
Lyon Township Fire Department  
MACOMB COMMUNITY COLLEGE  
Madison Heights Fire  
MARYGROVE COLLEGE  
Mecosta County EMS  
Mendon Community Schools  
Michigan Colleges Foundation  
Michigan Institute of Aeronautics and Technology  
Michigan Tech Research Institute  
Midwest Eye-Banks

Milford Fire  
Montmorency County  
Moody Bible Institute - WGNB  
Mt. Pleasant Fire Department  
North Oakland County Fire Authority  
NORTHWOOD UNIVERSITY  
Oak Park Public Safety  
Oakland County  
Oakland County Medical Control Authority (OCMCA)  
Oakland Township  
Oakland Township Fire  
OAKLAND UNIVERSITY  
OLIVET COLLEGE  
Orion Township Fire  
Oxford Fire  
Pine Knob Ski Patrol  
Plainfield Township Community Development  
POH Regional Medical Center  
Pontiac Fire  
Portage Public Schools  
Pottersville/Benton Township Fire Department  
Resource Recovery and Recycling Authority of Southwest Oakland County  
(RRRASOC)  
Road Commission of Macomb County  
Rochester Community Schools  
Rochester Hills Fire  
Rockwood Police Dept  
Roseville Fire Department  
Royal Oak Fire Department  
Samaritan Homes  
Seasons Hospice & Palliative Care  
Shelby Township  
Shelby Township Fire  
Shrine Catholic Academy  
Southeastern Oakland County Resource Recovery Authority (SOCRRA)  
Southfield Public Schools  
SPRING ARBOR UNIVERSITY  
Spring Lake Public Schools  
St. Clair Shores Fire Dept.  
St. Joseph County Courthouse  
St. Luke Lutheran Church  
Star EMS  
State of Michigan  
Sterling Heights Fire  
Sturgis Public Schools  
Suburban Mobility Authority for Regional Transportation (SMART)  
Sunfield-Danby-Sebewa Townships  
Superior Ambulance Service  
TRI-STATE UNIVERSITY-CENTREVILLE CAMPUS  
UNIVERSITY OF DETROIT MERCY  
Village of Holly

Walled Lake Consolidated Schools  
Warren Fire Department  
Warren Police Department  
WASHTENAW COMMUNITY COLLEGE  
Waterford School District  
Waterford Township  
Waterford Township Fire Department  
Wayne County  
Wayne County Airport Authority  
WAYNE STATE UNIVERSITY  
West Bloomfield Township  
West Bloomfield Township Fire Department  
West Bloomfield Township Police  
White Lake Township Fire Department  
Williams Charter Township  
African American AIDS Task Force  
Carver County  
Cass County  
CENTRAL LAKES COLLEGE-BRAINERD  
Church of Saint Bartholomew Of Wayzata  
City of Andover  
City of Brooklyn Park  
City of Fairmont  
City of Fridley  
City of Maplewood  
City of Red Wing  
City of Skyline  
Clay County  
DEVRY UNIVERSITY - EDINA  
DEVRY UNIVERSITY - ST LOUIS PARK  
Family & Children's Service  
Global Language Institute  
Globe University Minnesota School Of Business  
Goodhue County  
Goodhue County District Court  
Goodhue County Social Services  
Gustavus Adolphus College  
Hennepin County Government Center--District Court  
HIRED  
Horizons Community Church  
Houston County  
Jewish Community Center  
Little Sisters of the Poor  
Lutheran Social Service of MN  
Mayo Clinic  
Meeker County  
Mille Lacs County Government  
Minnesota Council of Nonprofits  
MINNESOTA STATE UNIVERSITY-MANKATO  
Olmsted County  
Saint Paul College

Second Harvest Heartland  
Shakopee High School  
Sherburne County Government Center  
South Washington County Schools - ISD 833  
St Paul Public School  
Stepping Stones  
THE FRENCH ACADEMY OF MN  
The MENTOR Network  
TSE, Inc.  
UNIVERSITY OF MINNESOTA-TWIN CITIES  
Volunteers of America-Minnesota  
Watonwan County Auditor  
WCA Foundation  
Winona County  
Zuhrah Shrine  
Applied Scholastics International  
AVILA UNIVERSITY  
Board of Police Commissioners Kansas City MO  
Carthage Police Department  
Carthage Water & Electric Plant  
Central Bible College  
Circuit Court of Jackson County  
City of Belton - Parks and Recreation Dept.  
City of Cape Girardeau  
City of Columbia (MO)  
City of Creve Coeur  
City of Farmington  
City of Hazelwood  
City of Independence (MO)  
City of Kansas City  
City of Kirkwood  
City of Lee's Summit MO  
City of Ozark  
City of Republic a Municipality  
City of Springfield  
City of St Joseph  
City of St. Charles, Missouri  
City of University City  
City of Webster Groves  
COLLEGE OF THE OZARKS  
Community of Christ  
County of Boone - Missouri  
County of Pettis  
DEVRY UNIVERSITY - KANSAS CITY  
DEVRY UNIVERSITY - KANSAS CITY DOWNTOWN  
DEVRY UNIVERSITY - SAINT LOUIS DOWNTOWN  
DEVRY UNIVERSITY - SAINT LOUIS WEST  
DRURY UNIVERSITY  
EAST CENTRAL COLLEGE  
First Baptist Church Ellisville  
Fort Zumwalt School District

Girls Incorporated of St. Louis  
Glenwood Baptist Church  
HARRIS-STOWE STATE UNIVERSITY  
Hazelwood School District  
Home Builders Association of Greater Kansas City  
Jackson County Family Court  
JEFFERSON COLLEGE  
KANSAS CITY ART INSTITUTE  
Kirk of the Hills Presbyterian Church  
Larry Simmering Recovery Center  
Liberty Public School District #53  
LINDENWOOD UNIVERSITY  
Little Blue Valley Sewer District  
LOGAN COLLEGE OF CHIROPRACTIC  
MARYVILLE UNIVERSITY OF SAINT LOUIS  
MERS/Missouri Goodwill Industries  
METROPOLITAN COMMUNITY COLLEGES ADMIN SYSTEM OFF  
Mid County Fire Protection District  
Mid-America Payment Exchange  
Mid-America Regional Council  
MISSOURI BAPTIST UNIVERSITY  
MISSOURI BAPTIST UNIVERSITY - FRANKLIN COUNTY  
MISSOURI BAPTIST UNIVERSITY - TROY/WENTZVILLE  
Missouri State University  
Morningside Church, Inc.  
National World War One Museum at Liberty Memorial  
North Kansas City Schools  
NORTHWEST MISSOURI STATE UNIVERSITY  
OZARKS TECHNICAL COMMUNITY COLLEGE  
Pentecostal Church of God, Inc  
Platte County Health Department  
Portageville School District  
RANKEN TECHNICAL COLLEGE  
ROCKHURST UNIVERSITY  
Rockwood School District  
SAINT LOUIS UNIVERSITY-MAIN CAMPUS  
Second Baptist Church  
SOUTHWEST BAPTIST UNIVERSITY  
ST CHARLES COMMUNITY COLLEGE  
St. Charles Community College - Dept. of Workforce Development  
St. Charles Community College - General Motors  
St. Charles Community College - Northeast Correctional Center  
St. Charles County Government  
St. Louis County Government  
St. Paul's Lutheran Church  
The School District of Joplin R-VIII  
TRUMAN STATE UNIVERSITY  
United Way of Greater St. Louis  
UNIVERSITY OF CENTRAL MISSOURI  
University of Missouri/Columbia - Audiology Clinic  
University of Missouri/Columbia - Columbia Regional Hospital

University of Missouri/Columbia - Ellis Fischel Cancer Center  
University of Missouri/Columbia - Mason Eye Institute  
University of Missouri/Columbia - Medicine Clinic  
University of Missouri/Columbia - Regional Medical Assoc  
University of Missouri/Columbia - Urgent Care  
UNIVERSITY OF MISSOURI-COLUMBIA  
UNIVERSITY OF MISSOURI-KANSAS CITY  
UNIVERSITY OF MISSOURI-ROLLA  
UNIVERSITY OF MISSOURI-ST LOUIS  
UNIVERSITY OF MISSOURI-SYSTEMS OFFICE  
Urban League of Metropolitan St. Louis, Inc.  
WASHINGTON UNIVERSITY IN ST LOUIS  
WEBSTER UNIVERSITY  
WENTWORTH MILITARY ACADEMY  
WILLIAM JEWELL COLLEGE  
YMCA of Greater Kansas City  
BLUE MOUNTAIN COLLEGE  
Catholic Charities  
City of Moss Point  
City of Starkville  
DeSoto County Board of Supervisors  
DeSoto County Schools  
First Baptist Church Brandon  
Getwell Road United Methodist Church  
Gulf Coast Business Council  
Mission First, Inc  
Moody Bible Institute - WMBU  
Northcentral Mississippi Electric Power Association  
UNIVERSITY OF MISSISSIPPI MAIN CAMPUS  
City of Billings (MT)  
City of Livingston, MT  
Faith Chapel Church  
MONTANA STATE UNIVERSITY-BOZEMAN  
Arc Services  
BEAUFORT COUNTY COMMUNITY COLLEGE  
CAMPBELL UNIVERSITY INC  
CATAWBA VALLEY COMMUNITY COLLEGE  
CENTRAL PIEDMONT COMMUNITY COLLEGE  
Chatham County Sheriff's Office  
City Of Belmont  
City of Burlington  
City of Henderson  
City of Monroe (NC)  
City of Raleigh  
City of Salisbury (NC)  
CLEVELAND COMMUNITY COLLEGE  
Columbia International University - WRCM  
County of Currituck  
County of Stanly  
Crossway Community Church  
DAVIDSON COLLEGE

Davidson County, NC  
DEVRY UNIVERSITY - CHARLOTTE  
DEVRY UNIVERSITY - RALEIGH  
DUKE UNIVERSITY  
EAST CAROLINA UNIVERSITY  
ELON UNIVERSITY  
Freedom House Recovery/Durham Center Access  
GARDNER-WEBB UNIVERSITY  
JOHNSON C SMITH UNIVERSITY  
Kate B. Reynolds Charitable Trust  
LOUISBURG COLLEGE  
McLeod Addictive Disease Center  
Montgomery Community College  
MOUNT OLIVE COLLEGE  
Neuse Regional Library  
NORTH CAROLINA STATE UNIVERSITY AT RALEIGH  
Pasquotank County  
PFEIFFER UNIVERSITY  
QUEENS UNIVERSITY OF CHARLOTTE  
Ravenscroft School  
Rockingham County Government (NC)  
Rowan County  
Rowan-Salisbury Schools  
Scotland County Government  
SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY  
St. Pius X Catholic School  
Town of Cary  
Town of Hope Mills  
Town of Indian Trail  
Town of Mount Pleasant (NC)  
Trinity School of Durham and Chapel Hill  
University of North Carolina - Charlotte  
UNIVERSITY OF NORTH CAROLINA AT GREENSBORO  
Vance Charter School  
WAKE FOREST UNIVERSITY  
Wake Forest University - Graylyn Conference Center  
Wake Forest University - Reynolda House Museum of American Art  
Burleigh County Social Services  
Cass County Government  
City of West Fargo / Police  
Fargo Police Department  
Fargo Public Schools  
Grand Forks County Social Services  
Hettinger Public School District #13  
Juvenile Court Administration Unit 2 (ND)  
Nester Davison Larson Architects  
North Dakota District Court  
All Our Kids, Inc.  
Bellevue Public Schools  
Brookside Church  
Child Saving Institute

City of La Vista  
City of Lincoln  
City of Papillion, Nebraska  
COLLEGE OF SAINT MARY  
Community Blood Bank  
CREIGHTON UNIVERSITY  
Dodge County Attorney  
Douglas County  
Fontenelle Nature Association  
Good Samaritan Society-Millard  
Goodwill Industries  
Habitat for Humanity of Omaha, Inc.  
Hope Medical Outreach Coalition  
ITT TECHNICAL INSTITUTE  
Lancaster County  
Lincoln Airport Authority  
Lincoln Housing Authority  
Metropolitan Community College  
Millard Public Schools  
Mosaic  
Mosaic Community Development  
Nebraska Appleseed  
Nonprofit Association of the Midlands  
NORTHEAST COMMUNITY COLLEGE  
Omaha Home for Boys  
Omaha Public Power Company  
Papillion-La Vista School District  
Quality Living, Inc.  
Sarpy County, Nebraska  
Sisters of Mercy  
Southeast Community College  
The Center for Human Nutrition Inc  
Visiting Nurse Association  
Casey Family Services  
City of Concord  
City of Manchester  
Rochester Fire Department  
American Heart Association (NJ)  
Centrastate Healthcare System  
COLLEGE OF SAINT ELIZABETH  
COUNTY OF SUSSEX  
Delaware River Port Authority  
Department of Treasury  
DEVRY UNIVERSITY - NORTH BRUNSWICK  
DREW UNIVERSITY  
Jewish Renaissance Foundation  
Lanoka Harbor Emergency Medical Service Inc  
PRINCETON UNIVERSITY  
Rutgers University - New Brunswick  
Town of West New York  
Township of Hamilton

Alta Mira  
Calvary Chapel of Albuquerque  
CENTRAL NEW MEXICO COMMUNITY COLLEGE  
Characters Kids, Inc  
City of Albuquerque  
City of Rio Rancho  
City of Santa Fe  
Dona Ana County  
Los Alamos County  
Los Lunas Schools  
NEW MEXICO HIGHLANDS UNIVERSITY  
New Mexico Junior College  
North Central Solid Waste Authority  
Ohkay Casino Resort  
PUEBLO OF LAGUNA  
Rio Arriba County  
St. Pius X - Primary/Secondary Education  
The Catholic Foundation  
University of New Mexico Alumni  
University of New Mexico Foundation  
University of New Mexico Hospital  
UNIVERSITY OF NEW MEXICO-MAIN CAMPUS  
City of Las Vegas Nevada  
City of Reno  
College of Southern Nevada  
DEVRY UNIVERSITY - HENDERSON  
Las Vegas Convention and Visitors Authority  
Las Vegas Valley Water District  
Regional Transportation Commission of Southern Nevada  
Sierra Behavioral Services  
State of Nevada  
Central NY Psychiatric Center  
City of Schenectady  
COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK  
CUNY MEDGAR EVERS COLLEGE  
DEVRY UNIVERSITY - LONG ISLAND  
DEVRY UNIVERSITY - MANHATTAN  
Dutchess County Department of Public Works (DCDPW)  
EXCELSIOR COLLEGE  
Green Chimneys Children's Services  
HILBERT COLLEGE  
NEW YORK COLLEGE OF PODIATRIC MEDICINE  
SIENA COLLEGE  
SYRACUSE UNIVERSITY  
THE COLLEGE OF NEW ROCHELLE  
THE NEW SCHOOL  
UNION COLLEGE  
Waterfront Commission of New York Harbor  
Action for Children  
American Red Cross Summit County  
Ashtabula County Community Action Agency

Aultman Hospital  
Berea City School District  
Brady Township Fire Department  
Brook Park Police Department  
Burdman Group, Inc.  
Cambridge/Guernsey County Visitors & Convention Bureau  
CASE WESTERN RESERVE UNIVERSITY  
Catholic Charities Community Services - HEAD START  
Cedarville University  
Central Ohio Youth For Christ  
City of Akron  
City of Athens Ohio  
City of Barberton  
City of Cambridge  
City of Circleville  
City of Cleveland  
City of Dayton, Division of Purchasing  
City of Dublin  
City Of Greenville  
City of Ironton  
City of Mentor (OH)  
City of Painesville  
City of Rittman  
City of Toledo  
Clermont County  
Cleveland Jewish News  
Cleveland Sight Center  
Columbia Heights United Methodist Church  
Columbus Heights United Methodist Church  
Columbus Regional Airport Authority  
Community Research  
Country Neighborhood Program, Inc.  
County of Summit  
County of Summit Board of MRDD  
Cuyahoga Special Education Service Center  
Cuyahoga Valley Christian Academy  
Dayton Area Chamber of Commerce  
DELAWARE AREA CAREER CENTER  
DEVRY UNIVERSITY - CINCINNATI  
DEVRY UNIVERSITY - CLEVELAND  
DEVRY UNIVERSITY - COLUMBUS  
DEVRY UNIVERSITY - COLUMBUS NORTH  
DEVRY UNIVERSITY - DAYTON  
DEVRY UNIVERSITY - SEVEN HILLS  
EHOVE Career Center  
ESA - Regional Marketing  
First Presbyterian Church of Marysville  
Frontier Community Services  
Geauga Credit Union, Inc.  
Greek Orthodox Cathedral  
Guernsey County Commissioners

Hope Church  
Info Line, Inc.  
Jewish Family Services  
KENYON COLLEGE  
Knox County Department of Job & Family Services  
Lake County Dept of Central Purchasing  
Lake Erie Regional Cooperative  
Lifestages - Samaritan Centers for Women  
Lorain County  
Marion County Board of MR/DD  
Marysville Exempted Village Schools  
Marysville Public Library  
Miamisburg City Schools  
Middleburg Heights Police Department  
Moody Bible Institute - WCRF  
MOUNT UNION COLLEGE  
MRDD Fairfield County  
Mt. Moriah Missionary Baptist Church  
New Horizons Youth and Family Center  
NOACA  
North Royalton City Schools  
Northeast Ohio Regional Sewer  
Northeast Ohio Regional Sewer District  
Oakwood Junior High School  
Ohio Operating Engineers Apprenticeship & Training  
Ohio Right to Life Society  
OHIO STATE UNIVERSITY-MAIN CAMPUS  
Outville Presbyterian Church  
Pickaway County Community Action Organization, Inc.  
Pickaway County Sheriff's Office  
Pickaway Job & Family Services  
Planned Parenthood of Northeast Ohio  
Reubem McMillan Free Library Assoc. (Public Library of Youngstown & Mahoning County)  
Ritter Public Library  
Ross County Community Action Commission, Inc.  
St. Joseph's Federal Credit Union  
Stark County Regional Chapter American Red Cross  
Stonybrook United Methodist Church  
Summit City Children's Services  
Telecommunity Credit Union  
The Legal Aid Society of Cleveland  
The Presbytery of Scioto Valley  
THE WOMEN'S CLINIC OF COLUMBUS  
TRI-RIVERS CAREER CENTER AND CENTER FOR ADULT EDUCATION  
U-CO Industries, Inc & Union County Board of Developmental Disabilities  
Union County Family YMCA  
Village of Canal Winchester  
Village of Groveport  
Village of Waterville  
Vineyard Community Church

Violet Township  
Walsh Jesuit High School  
WASHINGTON STATE COMMUNITY COLLEGE  
Wayne Township Fire and Rescue  
West Licking Joint Fire District  
Wyandot County Court of Common Pleas  
XAVIER UNIVERSITY  
XENOS FELLOWSHIP  
Ardmore Higher Education Center  
BACONE COLLEGE  
CAMERON UNIVERSITY  
CARL ALBERT STATE COLLEGE  
City of Broken Arrow  
City of Lawton  
City of Sapulpa  
CONNORS STATE COLLEGE  
DEVRY UNIVERSITY - OKLAHOMA CITY  
EAST CENTRAL UNIVERSITY  
EASTERN OKLAHOMA COUNTY TECHNOLOGY CENTER  
EASTERN OKLAHOMA STATE COLLEGE  
LANGSTON UNIVERSITY  
McCurtain County Higher Education Program  
MERIDIAN TECHNOLOGY CENTER  
MURRAY STATE COLLEGE  
NORTHEASTERN OKLAHOMA AGRICULTURAL AND MECH COLL  
NORTHEASTERN STATE UNIVERSITY  
NORTHERN OKLAHOMA COLLEGE  
NORTHWESTERN OKLAHOMA STATE UNIVERSITY  
OKLAHOMA BAPTIST UNIVERSITY  
OKLAHOMA CITY COMMUNITY COLLEGE  
OKLAHOMA PANHANDLE STATE UNIVERSITY  
Oklahoma State Regents for Higher Education  
OKLAHOMA STATE UNIVERSITY - TULSA  
OKLAHOMA STATE UNIVERSITY CENTER FOR HEALTH SCIENCES  
OKLAHOMA STATE UNIVERSITY-MAIN CAMPUS  
OKLAHOMA STATE UNIVERSITY-OKLAHOMA CITY  
OKLAHOMA STATE UNIVERSITY-OKMULGEE  
OKLAHOMA WESLEYAN UNIVERSITY  
ORAL ROBERTS UNIVERSITY  
REDLANDS COMMUNITY COLLEGE  
RES Care  
Rogers State University  
ROSE STATE COLLEGE  
SEMINOLE STATE COLLEGE  
SOUTHEASTERN OKLAHOMA STATE UNIVERSITY  
SOUTHWESTERN OKLAHOMA STATE UNIVERSITY  
State of Oklahoma - Central Purchasing Division  
Tahlequah City Hospital  
Tulsa City-County Library  
TULSA COMMUNITY COLLEGE  
Tulsa County

UNIVERSITY OF CENTRAL OKLAHOMA  
UNIVERSITY OF OKLAHOMA COLLEGE OF LAW  
UNIVERSITY OF OKLAHOMA HEALTH SCIENCES CENTER  
UNIVERSITY OF OKLAHOMA NORMAN CAMPUS  
UNIVERSITY OF SCIENCE AND ARTS OF OKLAHOMA  
UNIVERSITY OF TULSA  
Washington County Health Department  
WESTERN OKLAHOMA STATE COLLEGE  
City of Coquille  
City of Corvallis Parks and Recreation Department  
City of Eugene  
City of Hillsboro  
City of Lebanon  
City of Portland  
City of Roseburg, City Hall  
City of Springfield  
City of Tigard  
Coos Forest Protective Association  
County of Yamhill School District 29J, dba Newberg School District  
DEVRY UNIVERSITY - PORTLAND  
Eugene Water and Electric Board  
ITT TECHNICAL INSTITUTE  
Lane County School District No. 4J  
Linn County Printing Supply  
Multnomah County Sheriffs Office  
Northwest Regional Education Service District  
Oregon Legislative Administration  
Portland State University  
Shangri-La Corporation  
The Catlin Gabel School  
The City of Happy Valley Oregon  
Tillamook County Sheriff's Office  
accessAbilities Inc.  
Allegheny County Housing Authority  
ALVERNIA COLLEGE  
Armstrong School District  
Bensalem Township School District  
Birmingham Foundation  
Borough of Emsworth  
Borough of Sharpsburg  
BUCKNELL UNIVERSITY  
CABRINI COLLEGE  
Career Connections Charter High School  
Central Fulton School District  
Central Pennsylvania Food Bank  
Children's Home of Reading  
City of Pittsburgh  
COMMUNITY COLLEGE OF PHILADELPHIA  
Conemaugh Township Area School District  
County of Adams  
County Of Allegheny

County of Bucks  
County of Cumberland  
County of Lehigh  
County of York PA  
DEVRY UNIVERSITY - CHESTERBROOK  
DEVRY UNIVERSITY - FORT WASHINGTON  
DEVRY UNIVERSITY - PHILADELPHIA  
DEVRY UNIVERSITY - PITTSBURGH  
DICKINSON COLLEGE  
DREXEL UNIVERSITY  
DUQUESNE UNIVERSITY  
Eden Christian Academy  
ELIZABETHTOWN COLLEGE  
Environmental Service Concepts, LLC  
GETTYSBURG COLLEGE  
Girl Scouts in the Heart of Pennsylvania  
GROVE CITY COLLEGE  
HARRISBURG AREA COMMUNITY COLLEGE-HARRISBURG  
HARRISBURG UNIVERSITY OF SCIENCE AND TECHNOLOGY  
Highlands School District  
KINGS COLLEGE  
Lancaster City Housing Authority  
LEBANON VALLEY COLLEGE  
LINCOLN UNIVERSITY  
London Grove Township  
Manchester Bidwell Corporation  
Maronda Foundation  
Mars Home for Youth  
MEDVANCE INSTITUTE - PHILADELPHIA  
MESSIAH COLLEGE  
Milton Hershey School  
MUHLENBERG COLLEGE  
Philadelphia Biblical University - The Regency Foundation  
PHILADELPHIA BIBLICAL UNIVERSITY-LANGHORNE  
POINT PARK UNIVERSITY  
SAINT FRANCIS UNIVERSITY  
SAINT JOSEPHS UNIVERSITY  
School District of Pittsburgh  
Schreiber Pediatric Rehab Center  
Shaler Township  
South Eastern School District  
South Fayette Township School District  
Special People In Northeast, Inc.  
SUSQUEHANNA UNIVERSITY  
Ten Thousand Villages  
The Bradley Center  
The Children's Home of Reading/CHOR Youth and Family Services  
The School District of Philadelphia  
Township of O'Hara  
Township of Upper St. Clair  
Trinity Christian School

UNIVERSITY OF SCRANTON  
VILLANOVA UNIVERSITY  
West Middlesex Area School District  
WESTMINSTER COLLEGE  
Westmoreland Casemanagement and Supports Inc.  
Woods Services  
YMCA of Greater Pittsburgh  
Town of East Greenwich  
Veterans of Foreign Wars  
ACT Medical Transport Services  
ANDERSON COLLEGE  
Beaufort County  
Bob Jones University  
CHARLESTON SOUTHERN UNIVERSITY  
City of Charleston  
City of Greenville  
Clarendon County  
CLEMSON UNIVERSITY  
COLUMBIA COLLEGE  
COLUMBIA INTERNATIONAL UNIVERSITY  
Columbia International University - Ben Lippen School  
Columbia International University - WMHK  
ERSKINE COLLEGE AND SEMINARY  
FRANCIS MARION UNIVERSITY  
FURMAN UNIVERSITY  
LANDER UNIVERSITY  
LIMESTONE COLLEGE  
Limestone College - Charleston  
Limestone College - Columbia  
NORTH GREENVILLE COLLEGE  
Pilgrim Lutheran Church  
Porter-Gaud School  
PRESBYTERIAN COLLEGE  
Richland County  
SC School for the Deaf & Blind  
Spartanburg County Parks & Recreation  
SPARTANBURG METHODIST COLLEGE  
The Cooperative Ministry  
TN Development Corporations  
University of South Carolina Upstate  
WOFFORD COLLEGE  
Wren High  
Children's Home Society  
ESA - Educational Services of America - Sioux Falls Office  
Main Street Sioux Falls, Inc.  
Rapid City Rushmore Plaza Civic Center  
Sioux Valley Energy  
Anchor High Sales  
AUSTIN PEAY STATE UNIVERSITY  
Baptist Healing Hospital Trust  
BELMONT UNIVERSITY

BLOUNT COUNTY GOVERNMENT  
Blount County Habitat for Humanity  
Blue Raider Athletic Association  
Buffalo Valley, Inc.  
CARSON-NEWMAN COLLEGE  
CHATTANOOGA STATE TECHNICAL COMMUNITY COLLEGE  
Cherokee Health Systems  
CHRISTIAN BROTHERS UNIVERSITY  
CHURCH OF GOD THEOLOGICAL SEMINARY  
City of Bartlett, TN  
City of Clarksville  
City of Cleveland  
City of Columbia Tennessee  
City of Franklin  
City of Gallatin  
City of Germantown  
City of Hendersonville  
City of Knoxville  
City of Memphis  
City of Morristown  
City of Rockwood  
City of Sevierville  
CLEVELAND STATE COMMUNITY COLLEGE  
COLUMBIA STATE COMMUNITY COLLEGE  
Consolidated Utility District  
Cookeville Regional Medical Center  
CRICHTON COLLEGE  
Cumberland University  
DAVID LIPSCOMB UNIVERSITY  
DEVRY UNIVERSITY - MEMPHIS  
Dickson County Sheriff's Office  
Drescher & Sharp, PC  
Dyer County Sheriff's Office  
DYERSBURG STATE COMMUNITY COLLEGE  
EAST TENNESSEE STATE UNIVERSITY  
Elkton Police Department  
ESA - Educational Services of America  
Family Eye Med  
FREED-HARDEMAN UNIVERSITY  
Hardin County Regional Health Center DBA: Lifespan Health  
HIWASSEE COLLEGE  
Horizon Resource Group, Inc.  
JACKSON STATE COMMUNITY COLLEGE  
JOHNSON BIBLE COLLEGE  
KING COLLEGE  
Knox County Government  
Knox County Public Defender  
Knoxville's Community Development Corporation  
LAMBUTH UNIVERSITY  
LEE UNIVERSITY  
MARTIN METHODIST COLLEGE

MARYVILLE COLLEGE  
Matthew Walker Comprehensive Health Center  
MEDVANCE INSTITUTE - NASHVILLE  
MEDVANCE INSTITUTE-COOKEVILLE  
MEMPHIS COLLEGE OF ART  
MIDDLE TENNESSEE STATE UNIVERSITY  
MILLIGAN COLLEGE  
Moody Bible Institute - WMBW  
MOTLOW STATE COMMUNITY COLLEGE  
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE  
NORTHEAST STATE TECHNICAL COMMUNITY COLLEGE  
PELLISSIPPI STATE TECHNICAL COMMUNITY COLLEGE  
ProVision Foundation  
Putnam County Tennessee  
RHODES COLLEGE  
Roane County Sheriff's Office  
ROANE STATE COMMUNITY COLLEGE  
Rutherford County Government  
Rutherford County Primary Care & Hope Clinic  
SEWANEE: THE UNIVERSITY OF THE SOUTH  
Shelby County Government  
SOUTHERN ADVENTIST UNIVERSITY  
Southwest Human Resource Agency  
SOUTHWEST TENNESSEE COMMUNITY COLLEGE  
TENNESSEE BOARD OF REGENTS  
TENNESSEE STATE UNIVERSITY  
TENNESSEE TECHNOLOGICAL UNIVERSITY  
TENNESSEE TECHNOLOGY CENTER AT ATHENS  
TENNESSEE TECHNOLOGY CENTER AT COVINGTON  
TENNESSEE TECHNOLOGY CENTER AT CROSSVILLE  
Tennessee Technology Center at Crump  
TENNESSEE TECHNOLOGY CENTER AT DICKSON  
TENNESSEE TECHNOLOGY CENTER AT ELIZABETHTON  
TENNESSEE TECHNOLOGY CENTER AT HARRIMAN  
TENNESSEE TECHNOLOGY CENTER AT HARTSVILLE  
TENNESSEE TECHNOLOGY CENTER AT HOHENWALD  
TENNESSEE TECHNOLOGY CENTER AT JACKSBORO  
TENNESSEE TECHNOLOGY CENTER AT JACKSON  
TENNESSEE TECHNOLOGY CENTER AT JACKSON/LEXINGTON  
TENNESSEE TECHNOLOGY CENTER AT KNOXVILLE  
TENNESSEE TECHNOLOGY CENTER AT LIVINGSTON  
TENNESSEE TECHNOLOGY CENTER AT MCKENZIE  
TENNESSEE TECHNOLOGY CENTER AT MCMINNVILLE  
TENNESSEE TECHNOLOGY CENTER AT MEMPHIS  
TENNESSEE TECHNOLOGY CENTER AT MORRISTOWN  
TENNESSEE TECHNOLOGY CENTER AT MURFREESBORO  
TENNESSEE TECHNOLOGY CENTER AT NASHVILLE  
TENNESSEE TECHNOLOGY CENTER AT NEWBERN  
TENNESSEE TECHNOLOGY CENTER AT ONEIDA-HUNTSVILLE  
TENNESSEE TECHNOLOGY CENTER AT PARIS  
TENNESSEE TECHNOLOGY CENTER AT PULASKI

TENNESSEE TECHNOLOGY CENTER AT RIPLEY  
TENNESSEE TECHNOLOGY CENTER AT SHELBYVILLE  
TENNESSEE TECHNOLOGY CENTER AT WHITEVILLE  
THE UNIVERSITY OF TENNESSEE  
THE UNIVERSITY OF TENNESSEE-CHATTANOOGA  
THE UNIVERSITY OF TENNESSEE-MARTIN  
Town of Dandridge (TN)  
TREVECCA NAZARENE UNIVERSITY  
Trevecca Nazarene University - WENO, Inc.  
Two Rivers Church  
United Methodist Publishing  
UNIVERSITY OF MEMPHIS  
UNIVERSITY OF TENNESSEE HEALTH SCIENCE CENTER  
UNIVERSITY OF TENNESSEE SPACE INSTITUTE  
UNIVERSITY OF TENNESSEE SYSTEM OFFICE  
VANDERBILT UNIVERSITY  
Vivid Restaurant Concepts. LLC  
VOLUNTEER STATE COMMUNITY COLLEGE  
WALTERS STATE COMMUNITY COLLEGE  
Watkins College of Art and Design  
White House Utility District  
Williamson County Government  
Wilson County EMA  
Wilson County Sheriffs Department  
Argyle United Methodist Church  
Athletic Orthopedics & Knee Center  
AUSTIN COLLEGE  
Bannockburn Baptist Church  
BAYLOR COLLEGE OF MEDICINE  
BAYLOR UNIVERSITY  
Bee County District Clerks Office  
Bethany Lutheran Church  
Bexar Metropolitan Water District  
Border Region MHMR  
Bowie Cass Electric Cooperative  
Brazoria County  
Cameron County  
Canutillo Independent School District  
Central Baptist Church  
Central Counties Center for MHMR Services  
Christian Life Center  
Cielo Vista Church  
City of Arlington  
City of Baytown  
City of Beaumont  
City of Burleson  
City of Castroville  
City of Cedar Hill  
City of Dallas  
City of Fort Worth  
City of Galveston

City of Houston  
City of Irving  
City of Leander  
City of Leon Valley  
City of McAllen  
City of Mesquite  
City of Nassau Bay  
City of Nederland  
City of Pflugerville  
City of Rowlett Texas  
City of Seabrook  
City of Sherman  
City of Sunset Valley  
City of The Colony, Texas  
College Houses  
Collin County (TX)  
Computer Career Center  
Concord Missionary Baptist Church  
Concordia Academy High School  
County of Travis  
Cross Mountain Church  
Dallas Center for the Performing Arts  
DALLAS THEOLOGICAL SEMINARY  
Denton County  
DEVRY UNIVERSITY - AUSTIN  
DEVRY UNIVERSITY - FT. WORTH  
DEVRY UNIVERSITY - HOUSTON  
DEVRY UNIVERSITY - HOUSTON GALLERIA  
DEVRY UNIVERSITY - IRVING  
DEVRY UNIVERSITY - PLANO  
DEVRY UNIVERSITY - SAN ANTONIO  
Disability Services of the Southwest, Inc.  
East El Paso Physicians Medical Center  
EAST TEXAS BAPTIST UNIVERSITY  
Easter Seals Central Texas  
EL PASO COMMUNITY COLLEGE  
EL PASO COUNTY WATER IMPROVEMENT DISTRICT #1  
El Paso Diabetes Association  
El Paso Federation of Teachers  
El Paso Water Utilities Public Service Board  
Episcopal School of Dallas-Private College Preparatory Institution  
ESA - College of Living Experience  
ESA - Regional Marketing  
Fellowship of the Woodlands  
Frontera Women's Foundation  
Galveston County  
Grace Bible Church  
Grace Christian Fellowship Church, Inc.  
Greater Houston Radiation Oncology, PA  
Gulf Coast Community Services Association  
HARDIN-SIMMONS UNIVERSITY

Harris County - Texas  
HIDALGO COUNTY W.I.C. PROGRAM  
Highland Park Baptist Church  
Houston Arts Alliance  
Humble Area 1st Baptist Church  
Imaging El Paso  
Katyville Healthcare Center  
Kerr County  
Kerr County Courthouse  
Lake Highlands Wildcat Club  
LETOURNEAU UNIVERSITY  
LifeGate Church  
LON MORRIS COLLEGE  
LONE STAR COLLEGE - CY-FAIR  
LONE STAR COLLEGE - CY-FAIR - Fairbanks Center  
LONE STAR COLLEGE - KINGWOOD  
LONE STAR COLLEGE - KINGWOOD - EMCID CTR  
LONE STAR COLLEGE - MONTGOMERY  
LONE STAR COLLEGE - MONTGOMERY - Center for Business & Technology  
Training  
LONE STAR COLLEGE - NORTH HARRIS - Carver Center  
LONE STAR COLLEGE - NORTH HARRIS - Parkway Center  
LONE STAR COLLEGE - NORTH HARRIS - South Campus  
LONE STAR COLLEGE - TOMBALL  
LONE STAR COLLEGE - TOMBALL - Willow Chase Center  
LONE STAR COLLEGE - UNIVERSITY CENTER  
LONE STAR COLLEGE SYSTEM  
Lower Valley Water District  
Mansfield Independent School District  
Maverick County  
MCMURRY UNIVERSITY  
MEDVANCE INSTITUTE-HOUSTON  
Modesto A. Gomez Inc.  
Mothers Against Drunk Driving - MADD  
Mt. West Health Center, P.A.  
National Society of Hispanic MBA's  
North Central Texas Council of Governments  
North Texas Munciple Water District  
Northwest Assistance Ministries  
Northwest Church of Christ  
Oaks Medical Center  
OUR LADY OF THE LAKE UNIVERSITY-SAN ANTONIO  
Our Lady of the Valley Parish  
Our Lady of the Valley School  
Plano Independent School District  
Prestonwood Baptist Church  
ProAction, Inc.  
Red River Federal Credit Union  
Redeemer Lutheran Church  
Reeves County Detention Center  
Relief Enterprise, Inc.

RICE UNIVERSITY  
Safetech  
SAINT EDWARD'S UNIVERSITY  
San Elizario Independent School District  
SAN JACINTO COLLEGE DISTRICT  
SAN JACINTO COLLEGE NORTH  
SAN JACINTO COLLEGE SOUTH  
SAN JACINTO COLLEGE-CENTRAL CAMPUS  
San Lorenzo Parish  
Schreiner University  
Smith Industries  
SOUTHERN METHODIST UNIVERSITY  
Speaking Rock Entertainment Center  
ST MARYS UNIVERSITY  
St. Pius X School  
Tallowood Baptist Church  
TEXAS A & M INTERNATIONAL UNIVERSITY  
TEXAS A & M UNIVERSITY SYSTEM HEALTH SCIENCE CTR  
TEXAS A & M UNIVERSITY-COMMERCE  
TEXAS CHIROPRACTIC COLLEGE FOUNDATION INC  
TEXAS CHRISTIAN UNIVERSITY  
Texas State Senate  
TEXAS STATE UNIVERSITY-SAN MARCOS  
The John Cooper School  
THE UNIVERSITY OF TEXAS AT DALLAS  
The Woodlands Township  
Tip O' Texas Federal Credit Union  
Tornillo Independent School District  
Town of Clint  
Travis Central Appraisal District  
University Heights Baptist Huntsville  
UNIVERSITY OF DALLAS  
UNIVERSITY OF HOUSTON-UNIVERSITY PARK  
UNIVERSITY OF MARY HARDIN-BAYLOR  
University of North Texas  
UNIVERSITY OF ST THOMAS  
University of Texas Inter-Cooperative Council, Inc.  
Upper Rio Grande Workforce Development  
Walnut Ridge Baptist Church  
WEST TEXAS A & M UNIVERSITY  
Western Technical College  
WHARTON COUNTY JUNIOR COLLEGE  
WILEY COLLEGE  
Williamson Central Appraisal District  
Box Elder County Sheriff's Office  
City of Cedar Hills (Cedar Hills Golf Course)  
Clinton City Corporation  
Corp of the City of Salem  
DEVRY UNIVERSITY - SANDY  
Draper City  
Fox Hollow Golf Course

Lehi City Corporation  
North Davis Fire District  
North Salt Lake City (UT)  
Payson City Corporation  
Salt Lake City Corporation  
Salt Lake County Parks & Recreation  
Tooele City Corporation  
UTAH STATE UNIVERSITY  
Utah Transit Authority  
Wasatch Mental Health  
Alexandria City Public Schools  
American Academy of Otolaryngology - Head and Neck Surgery Foundation  
Arlington County  
Bishop O'Connell High School  
Campbell County Purchasing  
Central Station Alarm Association  
Charlottesville City Schools  
Chesapeake Public Schools  
Chesterfield County Virginia  
City of Alexandria  
City of Charlottesville  
City of Chesapeake  
City of Falls Church  
City of Hampton  
City of Harrisonburg, VA  
City of Lynchburg  
City of Manassas  
City of Norfolk  
City of Richmond Department of Procurement Services  
City of Staunton  
City of Suffolk  
City of Virginia Beach  
Colonial Heights City Public Schools  
Commonwealth Care (Dinwiddie Nursing Home)  
County of Culpeper  
County of Isle of Wight, Virginia  
County of Loudoun, Virginia  
County of Spotsylvania, Virginia  
County of Stafford  
County of York, VA  
Cumberland Mountain Community Services  
DEVRY UNIVERSITY - ARLINGTON  
DEVRY UNIVERSITY - MCLEAN  
Fairfax County Public Schools  
Fauquier County Government & Public Schools  
GEORGE MASON UNIVERSITY  
Gilbane Development Company  
Goochland County  
Goochland County Public Schools  
Hampton Roads Sanitation District  
Hampton Roads Soccer Council

Henry County  
James City County  
JAMES MADISON UNIVERSITY  
Laser Skin & Surgery Center  
Loudoun County Public Schools  
Louisa County Water Authority  
Manassas City Public Schools  
Memorial Child Guidance Clinic  
Montgomery County Government  
National Association for College Admission Counseling  
NATIONAL-LOUIS UNIVERSITY - Alexandria VA Campus  
New Kent County  
Norfolk Public Schools  
Old Dominion University  
Patient Advocate Foundation  
Peninsula Airport Commission  
Prince William County  
Prince William County Schools  
RANDOLPH-MACON COLLEGE  
Richmond Lenox EMS  
Richmond Redevelopment and Housing Authority  
Roanoke County Administration  
Saint Patrick Catholic School  
Stratford University  
Summit Christian Academy  
SWEET BRIAR COLLEGE  
The George Washington University  
Tidewater Community College  
Town of Front Royal  
Upper Occoquan Sewage Authority  
Virginia Beach City Public Schools  
Virginia Commonwealth University  
Virginia Department of Transportation  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIV  
Western Tidewater Community Services  
Casey Family Services  
City of Bonney Lake  
City of East Wenatchee  
City of Enumclaw  
City of Lacey  
City of Richland  
City of Yakima  
DEVRY UNIVERSITY - BELLEVUE  
DEVRY UNIVERSITY - FEDERAL WAY  
Fall City Little League  
Fort Vancouver Regional Library District  
Grant County Port District #1  
KING COUNTY GOVERNMENT  
Moody Bible Institute - KMBI  
Moody Bible Institute - MBI Northwest  
Olympia School District 111

Panorama Cty  
PIERCE COLLEGE AT FORT STEILACOOM  
Pierce County  
Richland School District  
Seattle Housing Authority  
SOUTH PUGET SOUND COMMUNITY COLLEGE  
Spokane County  
St. Martin's University  
UNIVERSITY OF PUGET SOUND  
American Cancer Society  
Barron County  
Bethel Lutheran Church  
Burnett County  
Center for Independent Living for Western Wisconsin, Inc.  
Chippewa County  
City of Brookfield  
City of Delavan  
City Of Eau Claire  
City of Hudson/St. Croix E.M.S.  
City of La Crosse (WI)  
City of Marinette  
City of Menomonie  
City of Oak Creek  
City of Oconomowoc Parks and Forestry  
City of Oshkosh Purchasing  
City of Prescott  
City of Racine, Wisconsin  
City of River Falls  
City of Waukesha  
City of Wauwatosa  
City of West Bend  
City of West Bend---West Bend Community Memorial Library  
Community Relations-Social Development Commission (CR-SDC)  
Crawford County  
Crestview Academy  
DeForest Area School District  
DEVRY UNIVERSITY - MILWAUKEE  
DEVRY UNIVERSITY - WAUKESHA  
Eau Claire County  
FAMILY SERVICES  
Fox West YMCA  
GATEWAY TECHNICAL COLLEGE  
Jefferson Elementary School  
Kaukauna Utilities  
Kenosha County  
Kenosha Unified School District No. 1  
Langlade County Government  
LAWRENCE UNIVERSITY  
Literacy Volunteers  
Lorman Business Center  
Lutheran Social Services of Wisconsin & Upper Michigan Inc.

MADISON AREA TECHNICAL COLLEGE  
MARQUETTE UNIVERSITY  
Menominee Indian Tribe of Wisconsin  
Nathan Hale High School  
NATIONAL-LOUIS UNIVERSITY - Beloit WI Campus  
NATIONAL-LOUIS UNIVERSITY - Milwaukee WI Campus  
NICOLET AREA TECHNICAL COLLEGE  
Nicolet High School District  
NORTHCENTRAL TECHNICAL COLLEGE  
NORTHLAND BAPTIST BIBLE COLLEGE  
Oregon School District  
Outagamie County  
Ozaukee County  
Pepin County  
PHILADELPHIA BIBLICAL UNIV-WISCONSIN WILDERNESS  
Pierce County (WI)  
Polk County (WI)  
Portage County  
R & B ACADEMY  
Racine Unified School District  
River View Middle School  
School District of Altoona  
School District of Amery (WI)  
School District of Elmbrook  
SCHOOL DISTRICT OF OMRO  
St. Croix County  
Stoughton Area School District  
Town of Grand Chute  
United Way of Greater Milwaukee  
Village of Brown Deer  
Village Of Greendale  
Washburn County  
Waukesha School District  
Williams Bay School District  
Wilmot Union High School  
APPALACHIAN BIBLE COLLEGE  
BETHANY COLLEGE  
Clarksburg Parks & Recreation  
FAIRMONT STATE UNIVERSITY  
GLENVILLE STATE COLLEGE  
John Marshall High School  
Marshall County Commission  
Marshall County Parks and Recreation (Grand Vue Park)  
MARSHALL UNIVERSITY  
Raleigh County West Virginia  
United Way Alliance of the Mid-Ohio Valley  
WEST VIRGINIA NORTHERN COMMUNITY COLLEGE  
WEST VIRGINIA STATE UNIVERSITY  
WEST VIRGINIA UNIVERSITY  
West Virginia University - Extension Service Safety & Health Extension  
WHEELING JESUIT UNIVERSITY

Wheeling Park Commission  
Wood County West Virginia  
Sheridan County  
UNIVERSITY OF WYOMING



*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-3156**

**Regular Agenda Item 2. C.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015 and Budgeted?: Yes  
2015-2016

Contract Dates 05-19-15 to Grant?: No

Begin & End: 11-18-15

Matching No Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Contract Award for Invitation for Bid No. 020315-1 for Hauling to Forest Road 512-Phase II and revise the original estimated cost.

Background Information

On April 7, 2015, the Board of Supervisors approved a request to advertise Invitation for Bid (IFB) No. 020315-1 for Aggregate Hauling to Forest Road 512-Phase II with an original estimated amount of \$252,742.

IFB No. 020315-1 was advertised in the Arizona Silver Belt newspaper on April 15, 2015, and April 22, 2015. The bids were received and opened in a public setting on April 29, 2015.

Evaluation

At the October 8, 2013, Board of Supervisors' special meeting, the Board approved the award of the first phase of the aggregate hauling to Otto Trucking for the Young, Arizona, resurfacing project. The first phase provided for the resurfacing of 4.3 miles of Forest Road 512-Young, Arizona, at a total hauling cost of \$163,698.56.

When the request to advertise for this project was presented to the Board of Supervisors at its April 7, 2015, regular meeting, an amount of \$252,742 was estimated to be the cost for the hauling portion of the next 9 miles of this resurfacing project. That estimate was roughly based on the pricing awarded in the contract in October 2013, for the first phase of the project. Some of the increased cost between the first phase and Phase II, can be attributed to the distance of roadway that will be resurfaced in Phase II. Gila County plans on resurfacing 9 miles of roadway in Phase II. The trucks will have to travel a greater distance in Phase II than they did in the first phase.

IFB No. 020315-1 was listed in two construction publications and emailed to

twenty-six contracting firms (see attached IFB Planholder List). A pre-bid walk through was not required for this project. Bids were received from one contractor. Based on the quantity of materials to be hauled as specified in IFB No. 020315-1, and the price submitted by the sole bidder, the cost for the hauling of the aggregates for Phase II will be roughly \$308,385.90.

The bid response was evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

### Conclusion

It is the goal of the Finance Division Director and the Public Works Division Deputy Director to award a contract to the lowest, most responsible and qualified bidder.

### Recommendation

Staff recommends that the Board of Supervisors approve the award of Invitation for Bid No. 020315-1 for Aggregate Hauling to Forest Road 512-Phase II to the lowest, most responsive, responsible and qualified bidder, Otto Trucking.

### Suggested Motion

Information/Discussion/Action to review the bid submitted for Invitation for Bid No. 020315-1 for aggregate hauling to Forest Road 512-Phase II; award to the lowest, most responsive, responsible and qualified bidder; authorize the Chairman's signature on the award contract for the winning bidder for a total contract amount of \$308,385.90. **(Jeff Hessenius and Steve Sanders)**

---

### Attachments

IFB Planholder List

Bid Opening Sign-in Sheet

Bid Results

Contract No. 020315-1-Otto Trucking

Legal Explanation

---

R  
A  
N  
K  
I  
N  
G

**IFB PLANHOLDER LIST**



**GILA COUNTY**

**BID**

**TITLE:** Aggregate Hauling to Forest Road 512-Phase II

**BID**

**DUE**

**NO.:** 020315-1

**DATE:** 04-29-15/11:00 A.M.

	<b>BIDDER FIRM NAME</b>	<b>COMMENTS</b>
	<p>Otto Trucking danny@ottotrucking.com 480-641-3500</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Sullivan Paving sulpav@cableone.net 928-425-4430</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Dalmolin Excavating mepperson@dalmolincorp.com 928-425-2256</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Heritage Trucking ghorn@htiaz.com 480-222-8100</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>D J Company, Inc. djsco50@hotmail.com 928-425-0602</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>EW Parker Enterprises wparkerenterprises@hotmail.com 928-978-0902</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Stodghill Excavating, Inc. office2@stodghilltrucking.com 928-476-3554</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>FW Dodge veronica.williford@mhfi.com</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Blue Book www.thebluebook.com</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>Mark's Valley Grading mark@marksvalleygrading.com 602-531-5525</p>	<p>emailed 04-08-15/9:31 A.M.</p>
	<p>S.A.K. sakepc2004@yahoo.com 602-989-1919</p>	<p>emailed 04-08-15/9:31 A.M.</p>

	RD Sanders (Randy) rsanders@msn.com 602-920-9304	emailed 04-08-15/9:31 A.M.
	5D Mining & Construction (Ben) 5dben@live.com 928-425-2998	emailed 04-08-15/9:31 A.M.
	Oddonetto Construction (Brian) boddonetto@oddonetto.net 928-425-3608	emailed 04-08-15/9:31 A.M.
	Roy Haught Excavating (Roy) haughtroy@yahoo.com 928-474-2454	emailed 04-08-15/9:31 A.M.
	Inter Mountain West Civil Constructors (Stan) slangham@imwcc.net 928-595-0389	emailed 04-08-15/9:31 A.M.
	Black Mountain Excavating (Lori) blackmountainexcavating@hotmail.com 928-474-5322	emailed 04-08-15/9:31 A.M.
	Visus Engineering Construction (Richard) rsmith@visusinc.com 480-833-8268	emailed 04-08-15/9:31 A.M.
	J4 Excavating (Estimating) j4excavating@yahoo.com 928-978-8837	emailed 04-08-15/9:31 A.M.
	CJ Excavating (Lanny) cjexv@yahoo.com 928-474-3397	emailed 04-08-15/9:31 A.M.
	Morris Excavating (Mike Morris) carol_and_michael@yahoo.com 928-474-3652	emailed 04-08-15/9:31 A.M.
	Empire Excavation (Clayton) gilaconcrete@yahoo.com 928-474-0990	emailed 04-08-15/9:31 A.M.
	DD Haught Construction (Hooter) hhaught@qwestoffice.net 928-472-8846	emailed 04-08-15/9:31 A.M.
	JNL Contracting (Roxann) jnlci@yahoo.com 928-468-9003	emailed 04-08-15/9:31 A.M.
	RK Sanders, Inc. (Gary) garys@rksandersinc.com 602-233-0808	emailed 04-08-15/9:31 A.M.

	Elite Grading & Paving (Ron) elitegradingpaving@ymail.com 760-514-2000	emailed 04-08-15/9:31 A.M.
	Rodriguez Constructions (Art) art@rodriguez-az.com 928-425-7244	emailed 04-08-15/9:31 A.M.
	Val West Construction (Ron) rvaldez@valwestconst.com 602-793-8266	Picked up by Ron Valdez on 04/13/2015 at 12:35 PM





R  
A  
N  
K  
I  
N  
G

**BID RESULTS**



**GILA COUNTY**

**BID**

**TITLE:** Aggregate Hauling to Forest Road 512-Young, AZ-Phase II

**BID**

**NO:** 020315-1

**Due Date:** April 29, 2015

**TIME:** 11:00 AM

	BIDDER FIRM NAME	BID AMOUNT	PER TON PRICE	COMMENTS
1	Otto Trucking	\$478.15/load from Hatch pit \$294.55/load from Tonto pit	1 Load = 25.5 tons 18.75/ton from Hatch pit 11.55/ton from Tonto pit	From Hatch Pit \$18.75/ton x 9,500 tons = \$178,125.00 From Tonto Pit \$11.55/ton x 11,278 tons = \$130,260.90 Total Bid amount \$308,385.90
	Sullivan Paving	No Bid		
	Dalmolin Excavating	No Bid		
	Heritage Trucking	No Bid		
	D J Company, Inc.	No Bid		
	EW Parker Enterprises	No Bid		
	Stodghill Excavating, Inc.	No Bid		
	Mark's Valley Grading	No Bid		
	Hatch Construction & Paving	No Bid		
	S.A.K.	No Bid		
	RD Sanders	No Bid		
	SD Mining & Construction	No Bid		
	Oddonetto Construction	No Bid		
	Roy Haight Excavating	No Bid		
	Inter Mountain West Civil Constructors	No Bid		
	Black Mountain Excavating	No Bid		
	Visus Engineering	No Bid		
	J4 Excavating	No Bid		
	CJ Excavating	No Bid		
	Morris Excavating	No Bid		
	Empire Excavation	No Bid		
	DD Haight Construction	No Bid		
	JNL Contracting	No Bid		
	RK Sanders, Inc.	No Bid		
	Elite Grading & Paving	No Bid		
	Rodríguez Constructions	No Bid		
	Val West Construction	No Bid		

**GILA COUNTY  
NOTICE OF INVITATION FOR BID**



**INVITATION FOR BID NUMBER  
020315-1  
AGGREGATE HAULING TO FOREST ROAD 512-PHASE II  
YOUNG, AZ**

<b>Content</b>	<b>Page</b>
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions .....	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters.....	14
Contract Forms:.....	Attachments "A thru M"
Maps.....	



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 East Ash Street  
Globe, Arizona  
85501

**BID NUMBER  
020315-1**

**BID DUE DATE:** April 29, 2015

**TIME:** 11:00 AM MST

**DESCRIPTION:** Aggregate Hauling

**PRE-BID CONFERENCE:** "Not Applicable"

**Bid Opening and Submittal Location:** Gila County Guerrero Conference Room  
Guerrero Building  
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid No. 020315-1 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 14, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: April 15<sup>th</sup> and April 22, 2015

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Public Works Division Consolidated Roads  
Type of Contract: Term  
Term of Contract: Seven Months  
Phone Number: 928-402-8612

Signed: Michael A. Pastor Date: 4 / 7 / 15  
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Bryan B. Chambers Date: 4 / 7 / 15  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau  
Chief for Bradley D. Beauchamp, County Attorney

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****SECTION 1**  
**SPECIFICATIONS**1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the delivery of aggregates only, from specified pits to the Forest Road 512 (FR 512) job site. **Bid prices should reflect hauling only. Aggregate material cost shall not be included.**

The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Specifications

- a) Provide prices, per load, to transport approximately 9,500 tons of Class 6 aggregate material from Hatch Construction & Paving, Inc. pit, located at 4000 Papermill Road, Taylor, AZ. to the project site on FR 512, approximately 8 miles south from the intersection of Highway 260, to the beginning of project. From this point, go 9 miles to beginning of pavement, which is the end of the project. See map. **NOTE: Davis-Bacon wages do not apply when hauling out of this pit.**
- b) Provide prices, per load, to transport approximately 11,278 tons of granite material from the Tonto National Forest Ponderosa pit, located off of Highway 260, Milepost 265.1, to the project site on FR 512, approximately 8 miles south from the intersection at Highway 260, to the beginning of project. From this point, go 9 miles to beginning of pavement, which is the end of the project. See map. **NOTE: Davis-Bacon wages do apply when hauling out of Tonto National Forest Ponderosa pit. See Attachment "M".**
- c) Bids shall be based on an average load of approximately twenty-three (23) tons, **minimum** twenty-two (22) tons capacity belly dumps. The project does not have weight scales. Bids shall be by the load.
- d) From the Hatch pit to the end of the job site is 67.2 miles, one way. Directions to the job site from Hatch pit is: West toward Payson; at the junction of Highway 260 and FR 512 turn South on 512 and go 8 miles to the beginning of the project. End of project is approximately 9 miles from this point.
- e) From the Ponderosa pit to the end of the job site is 36.7 miles, one way. Directions to the job site from Ponderosa pit is: at Milepost 265.1, Highway 260, go East toward Forest Lakes; at the junction of Highway 260 and FR 512, turn South, on FR 512 go 8 miles to the beginning of the project. End of project is approximately 9 miles.
- f) Hatch Construction & Paving, Inc. is responsible for loading out of the Hatch pit.

- g) Phase II of this project will be split up into two different schedules. The first portion of the work will need to start by the beginning of June 2015 and will consist of hauling 4,750 tons of Class 6 Aggregate Base from the Hatch plant; and 5,639 tons of Granite from the Ponderosa pit and should take approximately twelve (12) days.
- h) The second portion of the work will start no later than the second week in August 2015 and will consist of hauling 4,750 tons of Class 6 Aggregate Base from the Hatch plant; and 5,639 tons of Granite from the Ponderosa pit and should take no more than twelve (12) days.
- i) Gila County will be responsible for loading material at the Ponderosa pit, processing and laying material on the roadway at the job site and all signage and traffic control. Gila County may also assist in hauling material.
- j) Work days will be Monday through Thursday, excluding State holidays. Work hours will be 7:00 A.M. to 3:30 P.M., with the first load on the job site by 7:00 A.M. and the last load on the job site by 3:30 P.M.
- k) Davis-Bacon wages for drivers hauling out of the **Tonto National Forest Ponderosa pit**, will be required. Davis-Bacon wage decision AZ9 (AZ150009 dated 01/02/2105) is attached to this Invitation to Bid as Attachment "M". All submittals pertaining to Certified Payroll Reports and Prevailing Wage must be received by the Gila County Public Works Administration in a timely manner. Certified payroll reports will be required and will be due weekly. Failure to submit certified payroll reports within one week from the previous payroll, may result in delayed payment to Contractor. Interviews must be performed before award.
- l) For the first week, Contractor is required to run a minimum of five (5) trucks from the Ponderosa pit to the job site daily, and a minimum of seven (7) trucks from the Hatch pit in Taylor to the job site daily. The Project Manager will adjust the number of trucks per day on a weekly basis.

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****SECTION 2**  
**GENERAL TERMS AND CONDITIONS****Award Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all offers; or portions thereof; or
    3. Reissue an Invitation for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid similar in nature.
4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.
5. Those Offerors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**OFFERORS AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**

**Contract Default**

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty (30)** days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

#### **Compensation and Method of Payment**

Gila County will pay the Contractor following the submission of itemized invoices for the services requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

#### **Payment of Taxes**

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and will require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

#### **IRS W-9 Form**

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

#### **Purchase Orders**

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

### **Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or 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.

### **Warranties**

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

### **General**

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned offers, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining offers shall be reviewed by the Gila County Public Works Fiscal Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.**

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****SECTION 3**  
**SPECIAL TERMS AND CONDITIONS**

1. Term of Contract  
The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension  
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes  
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation  
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing  
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within fifteen (15) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the fifteen (15) day payment period.

6. Quantities  
Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
7. Price Reduction  
A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.
8. Ordering  
Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
9. Delivery  
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.
10. Warranty  
The Contractor warrants:
  - That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
  - That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.
11. Multiple Award  
The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.
12. Vendor Registration  
Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.
13. Contract Administration  
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.
14. Indemnification  
The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of

this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

15. Insurance Requirements

**The Contractor shall furnish Certificate(s) of Insurance to the County within ten (10) calendar days of notification of award and prior to all contract extensions.**

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below:**

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.
- 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 Finance Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Finance Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****SECTION 4**  
**INSTRUCTIONS TO SUBMITTERS**

**IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.**

**Preparation of Bid**

- A. Sealed Bids will be received by the County of Gila Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.
- D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Bid shall be listed on the offer.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

### **Bid Proposal Guaranty**

Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

### **Requirement of Contract Bonds**

At the time of the execution of the contract, the successful bidder shall furnish the County a Statutory Performance Bond and a Statutory Labor and Materials Bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work, and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work, ***unless the successful bidder chooses not to take a payment draw***. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223. ***Note: The Performance and Labor and Materials bonds will be waived if the successful bidder chooses not to take a payment draw during the course of the project.***

### **Amendments**

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Failure to indicate receipt of addenda in the above manner may result in a Bid being rejected as non-responsive.

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****Inquiries**

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Offers**

Any Bid received later than the date and time specified on the Notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

**Submittal Bid Format**

**It is requested that Two (2) Original and One (1) copy (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.**

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

**REQUIRED ATTACHMENTS:****Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

**Qualification and Certification**

Complete and submit all information requested on Attachment "B".

**Price Sheet**

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

**References**

Complete and submit all information requested on Attachment "D".

**I.R.S. W-9**

Complete and submit all information requested on Attachment "E".

In order to receive payment, vendors must have a current W-9 form filed with Gila County, unless not required by law.

**Non-Collusion Affidavit**

Complete and submit all information requested on Attachment "F".

**Intentions Concerning Subcontracting**

Complete and submit all information requested on Attachment "G".

**BID NO. 020315-1**  
**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ****Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

**Checklist and Addenda Acknowledgment**

Complete and submit all information requested on Attachment "I". All addendum(s) received concerning the solicitation must be acknowledged on this form.

**Surety Bond**

Provide a Surety Bond (Bid Bond) for ten percent (10%) of the amount of total bid on Attachment "J".

**Statutory Performance Bond**

Provide a Performance Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "K". ***Not required if Contractor chooses not to take a payment draw during the course of the project.***

**Statutory Labor and Materials Bond**

Provide a Payment Bond (upon award) for one hundred percent (100%) of the amount of total bid on Attachment "L". ***Not required if Contractor chooses not to take a payment draw during the course of the project.***

**Davis-Bacon Wage Determination**

Utilize the wage rates provided on the Davis-Bacon Wage Determination AZ9 AZ150009 dated 01/02/2015, Attachment "M", for the drivers hauling out of the ***Tonto National Forest Ponderosa pit only***. Provide weekly certified payroll reports.

**Bid Submission**

- Offers shall be submitted in a sealed envelope and a ***minimum of Three (3) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ", BID NO, "020315-1", DATE "APRIL 29, 2015", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

**ATTACHMENT "A"**  
**OFFER AND CONTRACT AWARD 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 Contractors Bid Proposal is genuine, and is not in any way collusive or a sham; that the Bid Proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

**Contract Number: 020315-1 AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**

**Contractor Submitting Proposal:**

OTTO TRUCKING, INC.  
Company Name

4220 E. MADONNELL RD  
Address STE 108

MESA AZ 85215  
City State Zip

**For Clarification of this offer, contact:**

Name: DANNY JAMES

Phone No.: 480-641-3500

Fax No.: 480-641-3550

Email: DANNY@OTTOTRUCKING.COM

Daniel A. James  
Signature of Authorized Representative

DANIEL A. JAMES  
Printed Name

C.O.O.  
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

Offer Page continued....

**The offer is hereby accepted.**

The Contractor OTTO TRUCKING, INC is now bound to provide the materials or services listed in IFB Number 020315-1, including all terms and conditions, specifications, amendments, etc. and the Contractors Offer as accepted by County/public entity.

The Contractor holds Arizona State Transaction Privilege Tax License Number: 0742579.1 M

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Board of Supervisors

ATTEST;

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM;

\_\_\_\_\_  
Bryan Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**ATTACHMENT "B"**  
**QUALIFICATION AND CERTIFICATION FORMS**

**Exhibit "B" Suppliers Qualifications and Reference List**

**Purpose**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

**IFB Number 020315-1 Aggregate Hauling to Forest Road 512-Phase II**

The applicant submitting this Proposal warrants the following:

A. Name, Address, and Telephone Number of Principal Contractor:

OTTO TRUCKING, INC.  
4220 E. McDOWELL RD STE 108  
MEGA, AZ 85215

B. Has Contractor (under its present or any previous name) ever failed to complete a contract?

\_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

C. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

D. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

- E. Contractor must also provide at least the following information:
- a. A brief history of the Contractors 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 Contractor has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. 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.

F. Contractor Experience Modifier (e-mod) Rating: 1.02

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.

G. Current Arizona Contractor License Number: N.A.

Daniel A. James  
Signature of Authorized Representative

DANIEL A. JAMES  
Printed Name

C.O.O.  
Title



Otto Trucking, Inc. is a Mesa, Arizona based aggregate transport company. With the largest aggregate fleet and access to numerous owner operators, we are the leader in aggregate transportation in Arizona and the surrounding states. Operating belly dumps, Super 16's, end dumps, and support equipment (loaders, excavators, water trucks, etc.) allows us to handle all types and sizes of jobs.

Otto Trucking was started by brothers Alan and Mark Otto. Starting with one truck in 1984 the Company incorporated in 1989 and currently has more than 250 employees. Otto Trucking's customers are some of the largest material suppliers and construction companies in the country generating more than \$30 million in annual sales.

We pride ourselves on our outstanding service, employees, and safety record.

Otto Logistics, LLC is an Arizona transportation company that hauls refuse for numerous clients, including Waste Management, and the cities of Phoenix and Chandler, Arizona. Otto Logistics was organized in 2004 in response to the industries need for safe, efficient, and reliable refuse transportation. With a fleet of over 100 trucks, the company hauls more than 6,000 tons of waste daily from several locations throughout Arizona.

Otto Logistics of Colorado, LLC was organized in 2006 to transport refuse for Waste Management in the Denver, Colorado area. The successful partnership of Otto Logistics and Waste Management in Arizona led to the expansion into Colorado, Utah, and Kansas. The company provides loading services as well as hauling transfer facilities to the landfill. Operating approximately 50 trucks in three states, Otto Logistics of Colorado hauls more than 80,000 tons of waste per month.

Superstition Trailers, LLC is an Arizona based heavy truck and trailer dealership with integrated service and parts departments. The company has facilities in Phoenix, and Tucson, Arizona. Superstition is Arizona's exclusive dealer for Ranco Trailers and has been Ranco's #1 dealer in the country. We have also partnered with Great Dane, Landoll, Trail King, and Polar trailers as the authorized dealership in the Southwest.

In addition to the dealership, Superstition operates maintenance and repair facilities and retail parts stores. The company is responsible for the maintenance for the Otto Companies fleets as well as third party customers.

Today, Superstition operates its locations with a staff of over 60 people committed to offering superior service in satisfying customers truck and trailer needs.

The Otto Companies, pride themselves on their success on having the “right” employees and efficient equipment to perform their services. The Otto Companies feel that after operating in business for over 30 years, they have gained great relationships and partners with their customers and are highly spoken of in their industry. They consider themselves the “leader of the Southwest”.

## **CONTRACTOR QUALIFICATIONS**

Otto Trucking, Inc. owns and operates 170 aggregate trucks.

Otto Trucking, Inc. has been in the business for 31 years.

Otto Trucking, Inc. hauls aggregates for all the major aggregate suppliers in AZ.

Otto Trucking, Inc. has one of the most modern, updated fleets in Arizona.

ATTACHMENT "C"  
PRICE SHEET

ITEM NO.	QTY/UNIT	DESCRIPTION	UNIT PRICE	PIT LOCATION
01.	LOAD	Class 6 Aggregate Base	\$ <u>478<sup>15</sup></u> 1d	<u>Hatch Papermill Rd. pit</u>
* TRUCK CAPACITY IS 25.5 TONS PER LOAD ↗				
02.	LOAD	Granite	\$ <u>294<sup>55</sup></u> 1d	<u>Tonto Ponderosa pit</u>
* TRUCK CAPACITY IS 25.5 TONS PER LOAD ↗				

**ATTACHMENT "D"**  
**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractors 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>
VULCAN MTL 2526 E. UNIVERSITY, PHX 85034	602-254-8465	JERRY JERMANI
HANSON AGGREGATES 4127 E. VAN BUREN STE 205, PHX 85008	602-685-4800	DAVE HILTON
SIW ROCK PRODUCTS 85 W COMBS STE 101, SANTAN VALLEY 85140	480-987-7917	CHRIS REINECH
CEMEX 4646 E VAN BUREN STE 250, PHX 85008	602-416-2600	DAVID ARBO

*Daniel A James*  
Signature of Authorized Representative

DANIEL A JAMES  
Printed Name

C.O.D.  
Title

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
OTTO TRUCKING INC

2 Business name/disregarded entity name, if different from above  
SAME

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  S Corporation  Partnership  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \*  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) \*

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
4220 E McDOWELL RD STE 108

6 City, state, and ZIP code  
Mesa AZ 85215

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

86	-	0629669
----	---	---------

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person Daniel A James Date 4-22-15

**General instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments: Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
  - Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- 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, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ATTACHMENT "G"  
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of invitation for Bid No. 020315-1, Aggregate Hauling to Forest Road 512-Phase II-Young, AZ, 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.

OTTO TRUCKING, INC.

Name of Business

Daniel A. [Signature]

Signature of Authorized Representative

C.O.O.

Title

4-22-15

Date

**ATTACHMENT "H"**  
**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.

*Daniel A. James*  
Signature of Authorized Representative

DANIEL A JAMES  
Printed Name

C.O.O.  
Title

**ATTACHMENT "1"**  
**CONTRACTORS CHECKLIST**

NOTICE IS HEREBY GIVEN that all Proposal Documents shall be completed and/or executed and submitted with this proposal. If Contractor fails to complete and/or execute any portion of the Proposal Documents, this bid will be determined to be "non-responsive" and rejected.

**CHECKLIST**

<b><u>REQUIRED DOCUMENT</u></b>	<b><u>COMPLETED/EXECUTED</u></b>
OFFER AND CONTRACT AWARD PAGE	/
QUALIFICATION & CERTIFICATION FORM	/
PRICE SHEET	/
REFERENCE LIST	/
W-9	/
AFFIDAVIT OF NON-COLLUSION	/
INTENTIONS CONCERNING SUBCONTRACTING	/
AZ WORKERS ACT COMPLIANCE	/
SUPPLIERS CHECKLIST/ADDENDA ACKNOWLEDGMENT	/
SURETY BOND	✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this 22 day of APRIL, 2015.

OTTO TRUCKING, INC.  
CONTRACTOR:

Daniel A. James  
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 Provide: **Aggregate Hauling to Forest Road 512-Phase II-Young, AZ, IFB No. 020315-1.** All proposals shall be filed at Gila County Finance Department, 1400 E. Ash St., Globe, AZ 85501, on or before **11:00 AM/MST, Wednesday, April 29, 2015.**

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MILK-YENKI SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

3030  
001170 / M 3092579



1500363

(405) 943-8002  
P.O. Box 76149 / Oklahoma City, Oklahoma 73147

93-541  
920

REMITTER Otto Trucking Inc

DATE April 24, 2015

PAY TO THE ORDER OF Sila County Bid# 020315-1

\$ 30,839.59

THIRTY THOUSAND EIGHT HUNDRED THIRTY EIGHT DOLLARS AND FIFTY NINE CENTS \_\_\_\_\_ DOLLARS

### OFFICIAL CHECK

NOTICE TO CUSTOMERS - A NOTARIZED AFFIDAVIT WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, FORGED OR STOLEN.

TWO SIGNATURES REQUIRED IF OVER \$5,000.00

DRAWER: MIDFIRST BANK

*[Handwritten Signature]*  
\_\_\_\_\_  
MP  
MP

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: FIRST INTERSTATE BANK, BILLINGS, MT

⑈ 1500363⑈ ⑆092005⑆ ⑆0160010⑆ ⑆⑆74⑆⑆

Per IFB No. 020315-1, a Cashier's Check in lieu of a 10% Bid Bond may be accepted. Total contract price is \$308,385.90.

**ATTACHMENT "J" SURETY BOND**

**GILA COUNTY  
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

**KNOW ALL MEN BY THESE PRESENTS,**

that we, the undersigned \_\_\_\_\_, as Principal, hereinafter called the Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

By Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

My commission expires: \_\_\_\_\_

Notary Public

**ATTACHMENT "K" PERFORMANCE BOND**

**STATUTORY PERFORMANCE BOND  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES**

( PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT )

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal, and  
\_\_\_\_\_

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal By: \_\_\_\_\_

\_\_\_\_\_  
Surety Seal By: \_\_\_\_\_

\_\_\_\_\_  
Agency of Record Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**ATTACHMENT "L" PAYMENT BOND**

**STATUTORY LABOR AND MATERIALS BOND  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF  
THE ARIZONA REVISED STATUTES**

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

**KNOW ALL MEN BY THESE PRESENTS:**

That,

\_\_\_\_\_  
\_\_\_\_\_, (hereinafter called the Principal), as Principal, and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its principal office in the city of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee for: **AGGREGATE HAULING TO FOREST ROAD 512-PHASE II-YOUNG, AZ** contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgment such reasonable attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Arizona Countersignature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

Davis-Bacon Wage Decision AZ150009

General Decision Number: AZ150009 01/02/2015 AZ9

Superseded General Decision Number: AZ20140009

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/02/2015

CARP0408-007 07/01/2013

APACHE, COCHISE & SANTA CRUZ COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form work).....	\$ 24.03	9.99

\* ENGI0428-004 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Oiler Driver.....	\$ 25.36	9.30

IRON0075-006 01/01/2014

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	21.02

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

Davis-Bacon Wage Decision AZ150009  
 SUAZ2009-002 04/23/2009

	Rates	Fringes
CARPENTER		
Gila, Graham, Greenlee, La Paz & Navajo.....	\$ 21.71	3.82
CEMENT MASON.....	\$ 17.74	3.59
ELECTRICIAN.....	\$ 24.43	5.38
IRONWORKER, Rebar		
Santa Cruz county.....	\$ 21.75	13.59
LABORER		
Asphalt Raker.....	\$ 14.97	5.88
Concrete Worker.....	\$ 13.38	4.50
Fence Builder.....	\$ 12.20	3.84
Flagger.....	\$ 12.31	3.96
General/Cleanup.....	\$ 12.78	2.50
Guard Rail Installer.....	\$ 12.20	3.84
Landscape Laborer.....	\$ 11.02	
Water Blaster.....	\$ 14.90	2.90
OPERATOR: Power Equipment		
Backhoe < 1 cu yd.....	\$ 17.76	3.89
Compactor Self Propelled (with blade-grade operation..)	\$ 22.53	6.57
Compactor Small self Propelled (with blade- backfill, ditch operation)..	\$ 22.29	6.31
Concrete Pump.....	\$ 20.31	6.48
Crane (under 15 tons).....	\$ 22.98	4.26
Drilling Machine (including wells).....	\$ 21.79	4.10
Grade Checker.....	\$ 23.41	6.54
Hydrographic Seeder.....	\$ 19.73	5.40
Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)..	\$ 17.46	5.58
Roller (excluding asphalt)..	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83
Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher- all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57
PAINTER.....	\$ 13.94	2.56
TRUCK DRIVER		
2 or 3 axle Dump or Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79

Davis-Bacon Wage Decision AZ150009

Water Truck 2500 < 3900  
gal.....\$ 17.13

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

---

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the state of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

Davis-Bacon Wage Decision AZ150009  
date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

with regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Davis-Bacon Wage Decision AZ150009  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

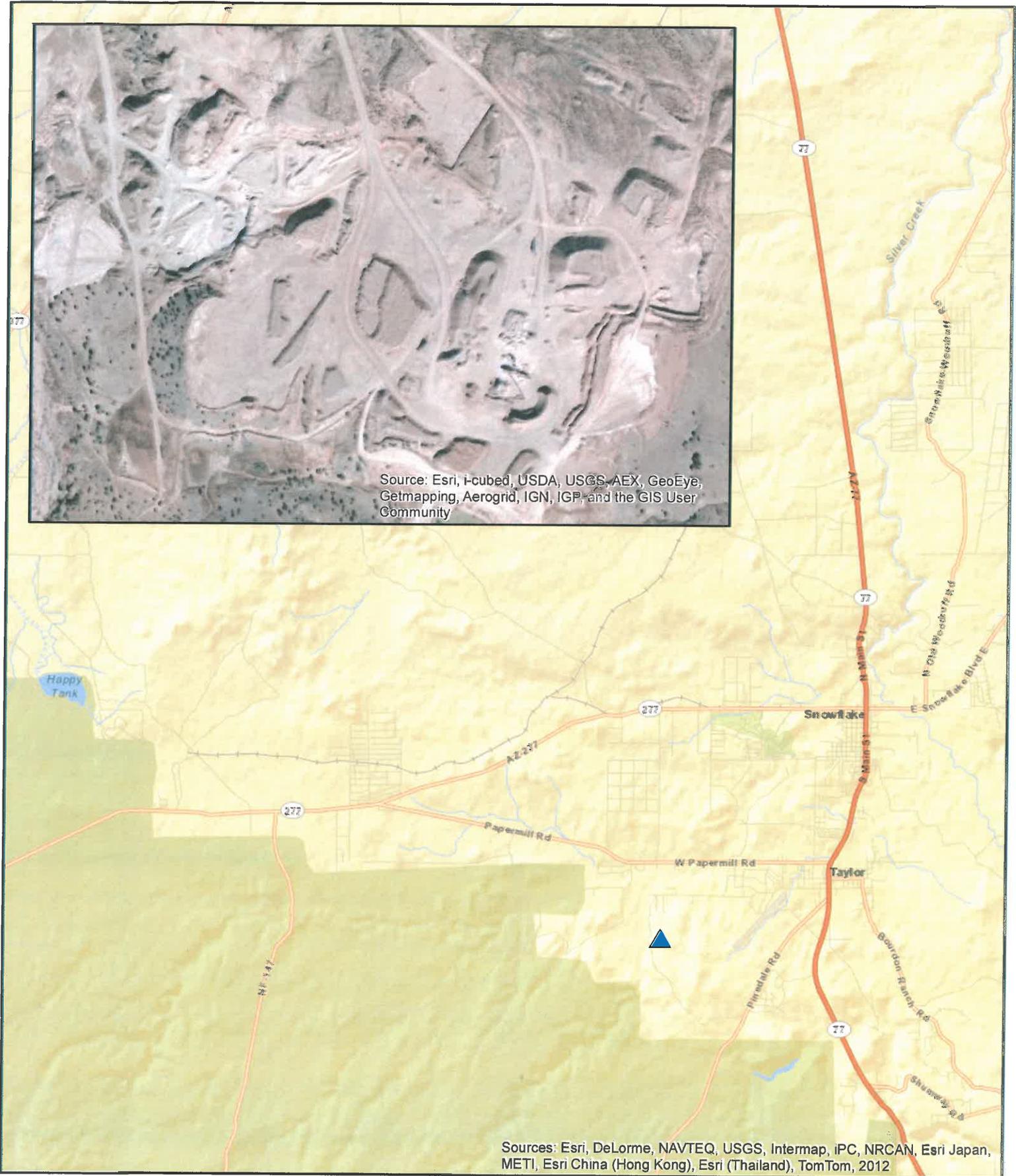
4.) All decisions by the Administrative Review Board are final.

---

END OF GENERAL DECISION  
&#65533;



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

### Material Pit Locations for FS 512 Project Hatch Pit 4000 Papermill Rd, Taylor AZ

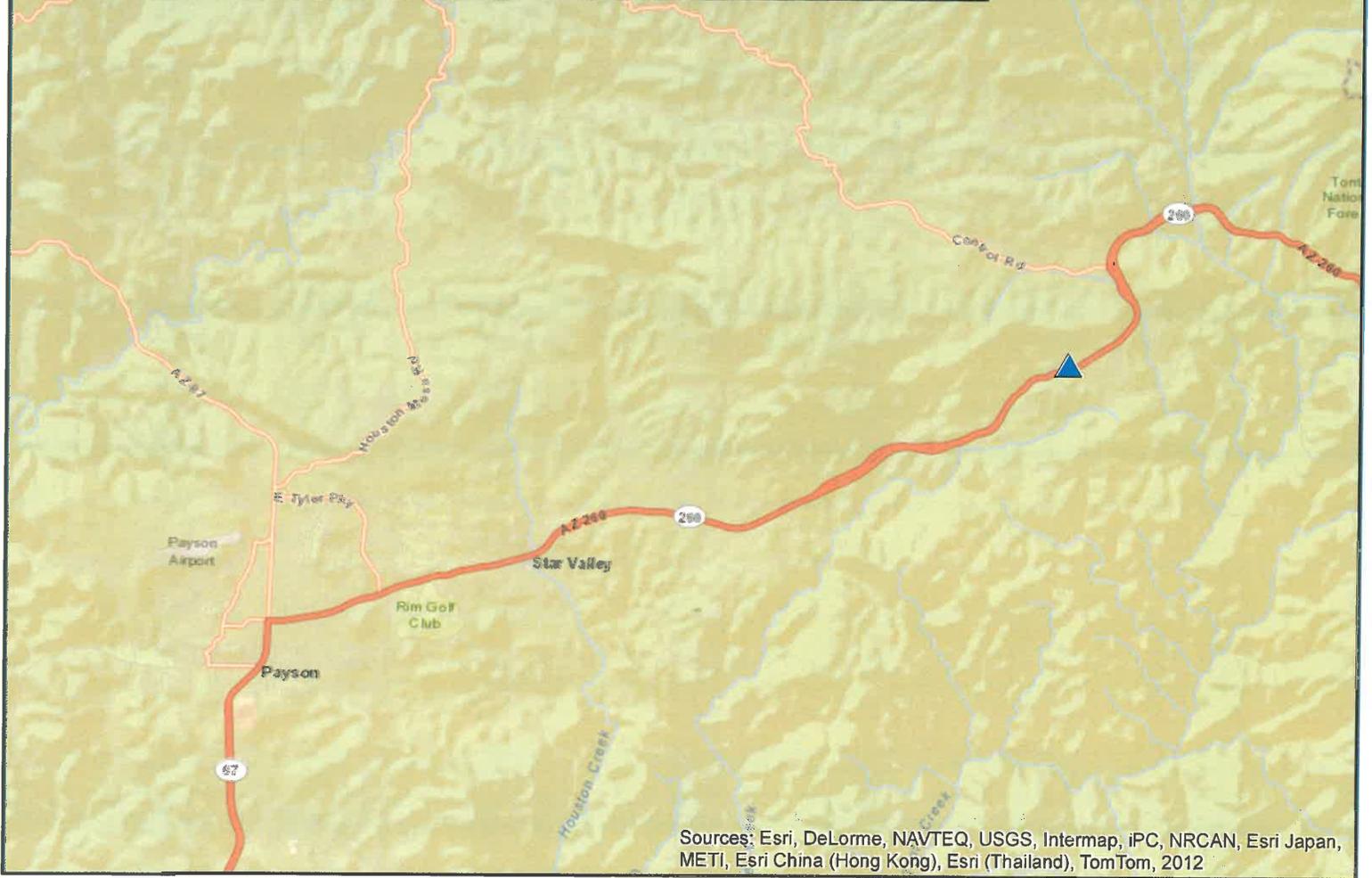
**Legend**  
Locations  
▲ Hatch Pit

1 in = 2 miles





Source: Esri, Intel, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community



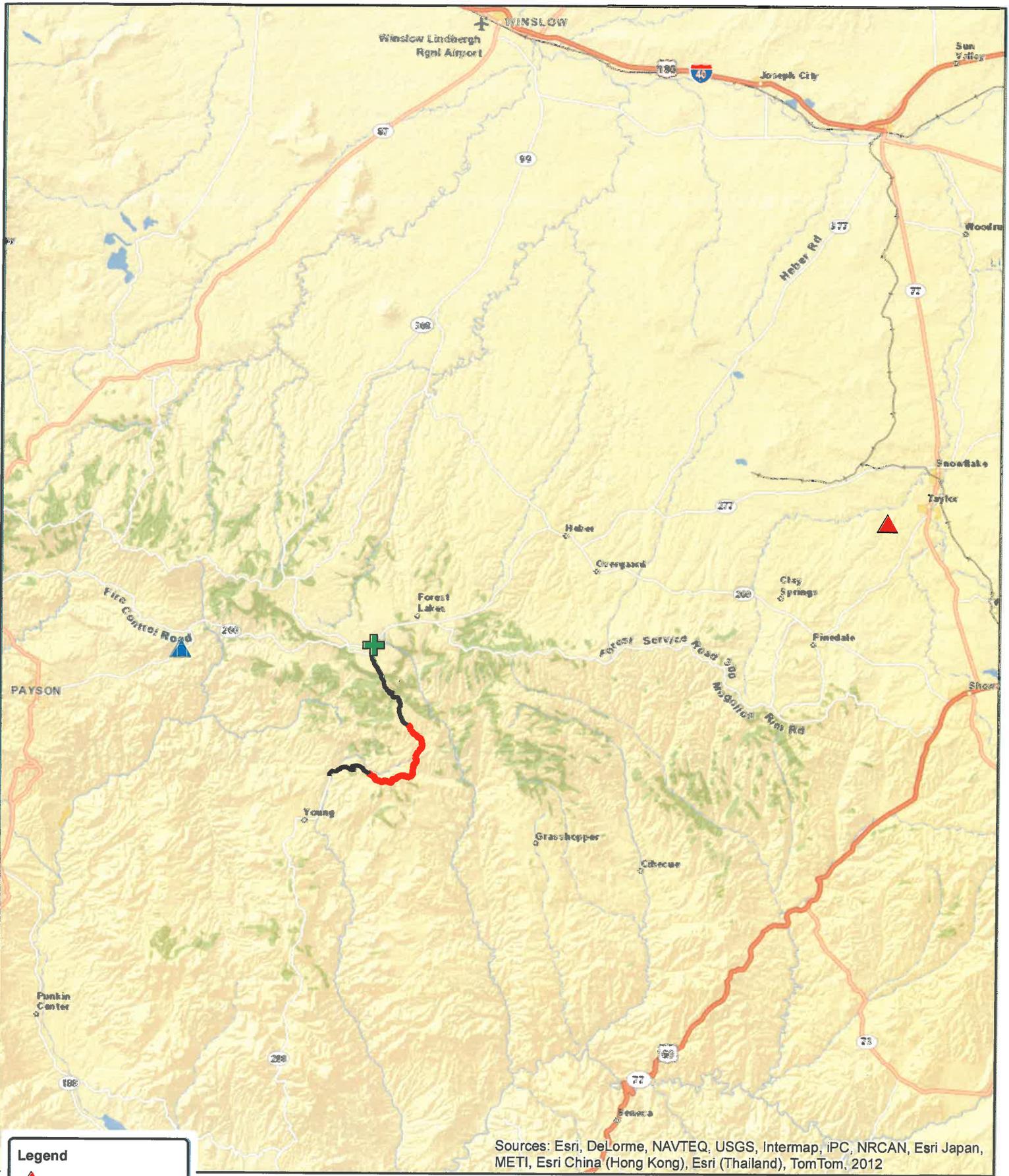
Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

### Material Pit Locations for FS 512 Project Ponderosa Pit SR 260 - Milepost 265.1

**Legend**  
Locations

-  Ponderosa Pit





Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

**Legend**

-  Hatch Pit
-  Ponderosa Pit
-  SR 260/FS 512 Intersection
- FS 512 Road**
-  Road Alignment
-  2015 Project Scope

## Material Pit Locations for FS 512 Project



1 in = 10 miles





*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 Meeting**

Meeting Date: 05/26/2015  
Submitted For: Steve Sanders, Deputy Director  
Submitted By: Steve Sanders, Director, Public Works Division  
Department: Public Works Division Division: Engineering

---

Information

Request/Subject

Authorize the Public Works Division to submit a TIGER Grant Application for the construction of a bridge over Tonto Creek.

Background Information

U.S. Transportation Secretary Anthony Foxx today announced that \$500 million will be made available for transportation projects across the country under a seventh round of the highly successful U.S. Department of Transportation’s (DOT) Transportation Investment Generating Economic Recovery (TIGER) competitive grant program. TIGER 2015 discretionary grants will fund capital investments in surface transportation infrastructure and will be awarded on a competitive basis to projects that will have a significant impact on the nation, a region, or metropolitan area. The TIGER 2015 grant program will continue to make transformative surface transportation investments by providing significant and measurable improvements over existing conditions. The grant program will focus on capital projects that generate economic development and improve access to reliable, safe and affordable transportation for disconnected both urban and rural, while emphasizing improved connection to employment, education, services and other opportunities, workforce development, or community revitalization.

Evaluation

The Tonto Creek Bridge Project is a \$17,900,000 project. The County does not have the funds to construct the project and will need assistance from the federal government for funding. The TIGER grant program provides communities for the opportunity to apply for funds to construct transportation projects that they normally would not be able to construct. In the grant application, Gila County has committed to a 10% match of the project. If we are successful and awarded funds for the project, it will then be determined if the match will be a monetary match or if we can use past expenses incurred during the design of the project.

Conclusion

It is in the best interest of Gila County to submit an application the the TIGER grant program for funds to construct a bridge over Tonto Creek.

Recommendation

The Deputy Director of Public Works recommends the Board direct staff to submit a grant application in the amount of \$17,900,000 to the U.S. Department of Transportation’s (DOT) Transportation Investment Generating Economic Recovery (TIGER) competitive grant program.

Suggested Motion

Information/Discussion/Action to authorize the Public Works Division to submit an application to the U.S. Department of Transportation’s (DOT) Transportation Investment Generating Economic Recovery (TIGER) competitive grant program in the amount of \$17,900,000 which, if approved, will be used for the Tonto Creek Bridge Project. **(Steve Sanders)**

---

Attachments

Benefit-Cost Analysis

Project Narrative

---

Gila County –Tonto Creek Bridge  
TIGER Discretionary Grant Application  
Benefit Costs Analysis Executive Summary  
June 5, 2015

### Introduction

The Benefit-Cost Analysis (BCA) was performed following the guidance provided in the TIGER Benefit-Cost Analysis (BCA) Resource Guide. Many of the benefits of this project do not easily translate to simple quantification. The economic benefits of connecting to private developable land on the east side of Tonto Creek and providing a safe and efficient transportation network for the region cannot be easily quantified beyond impacts of construction activities and the inquiries the County has received from real estate agents representing clients interested in developing land on the east side of Tonto Creek once they know this project will be constructed. Providing an improved transportation network in the region does make an impact in terms of improving the per capita income in this area of the state that is below the national average, which is a goal of the TIGER Discretionary Grant program.

Data was compiled, referenced, and analyzed using known or applicable monetary costs and benefits.

Current infrastructure within Tonto Basin (project area) mainly consists of unpaved two-lane rural roads with few paved roads. These roads are owned, operated, and maintained by either Gila County or the Tonto National Forest. Arizona State Route 188, a two-lane rural highway, runs parallel to Tonto Creek along the western edge of the project area and is the only road that provides the residents of Tonto Basin with access to Phoenix, Payson, and Globe. The Forest Service roads that cross Tonto Creek are at-grade dirt roads and provide the only access to SR 188.

The proposed project will construct a bridge, 1,980-ft in length, over Tonto Creek connecting the west side of Tonto Basin to the east side. Roadway improvements consisting of reconstruction and roadways leading up to the bridge are also included.

The Tonto Basin region of Gila County experiences seasonal flooding in the early winter and early spring. These events result in extended closures of the existing at-grade crossing of Tonto Creek. There are currently no structured crossings of Tonto Creek in the project area. Five fatalities have been attributed to individuals attempting to cross Tonto Creek since 1995. School children on the east side of the creek must cross Tonto Creek in unsafe conditions or miss school for weeks and even months at a time during flood events. Table 1 summarizes the findings of the BCA using a 3% and 7% discount.



personnel; Tonto National Forest personnel; and visitors and recreational enthusiasts from around Arizona and the Southwest utilizing Tonto Basin and Tonto National Forest amenities. Table 2 includes a summary of project benefits and costs as requested in the NOFA. Dollar values are estimated for the life of the improvement, 60 years.

Table 2 – Summary of Project Benefits

Current Status/Baseline & Problem to be Addressed	Change to Baseline/Alternatives	Type of Impact	Population Affected by Impacts	Economic Benefit	Summary of Results		
At-grade dirt road crossings of Tonto Creek	Construction of a bridge across Tonto Creek and associated approach roadway improvements will provide a year-round 100-yr dry crossing of Tonto Creek	Improved safety for local population and recreational visitors utilizing National Forest Lands	Tonto Basin region of Gila County - population of over 1,400	Improved safety by providing reliable transportation network and elimination of fatalities	\$26,393,661		
One half of area population live on east side of creek							
Flows/flooding of Tonto Creek render at-grade roads impassable							
Half of local population stranded until flows subside		Elimination of fatalities from creek crossings during high flow events	Recreational users of National Forest Lands on the east side of Tonto Creek	Improved Air and Water quality	Not Estimated		
Five fatalities have occurred over past 25 years from crossing during flow events							
County \$ expenditures for maintenance and flood response						Elimination of emergency rescue costs associated	\$1,167,762

Construction of the Tonto Creek Bridge will provide near-term construction jobs in economically distressed Gila County. The Tonto Creek Bridge will allow year-round tourism and recreational use of the surrounding area and facilities and provide safe and reliable access to the undeveloped private land located on the east side of Tonto Creek – the largest cluster of undeveloped land within Gila County. It will provide residents the ability to travel to work and school regardless of weather conditions. And finally, it will provide reliable, year-round access for law enforcement, fire, and emergency medical service personnel.

To the extent possible given the available data, the BCA prepared reflects the economic benefits in all of the five major long-term impact areas identified in the TIGER Discretionary Grant application. These include:

- State of Good Repair – The project will reduce yearly maintenance costs in addition to the emergency repair and reconstruction costs Gila County currently expends annually to maintain the at-grade dirt roads improved by the project. The 60-yr 7% discounted life cycle cost of the project is \$16,289,949 compared to the baseline benefits of \$28,152,823.
- Long Term Economic Competitiveness – Improved and reliable transportation facilities will eliminate residents’ lost works days based on their inability to travel to work due to

high creek flows and flooding. The year-round all-weather crossing of Tonto Creek also will provide greater opportunities to develop the existing large tracts of land into viable and sustainable residential and commercial facilities. Lost revenue from visitors and recreational users of the land in the region will also be greatly reduced with safe and reliable access. The area is well known for its year-round camping, hiking, mountain biking, boating, and fishing – 90% of which is accessed from the east side of Tonto Creek.

- Livability – Access to a safe transportation facility for the area that accommodates vehicles, pedestrians, bicyclists, hikers, and campers, as well as school children adds to the livability of the area. The project also provides enhanced job commuting options, improves connections between residential and commercial areas, and provides consistent access to emergency services.
- Environmental Sustainability – Air and water quality will be improved through the removal of at-grade vehicular traffic through Tonto Creek. Riparian habitat will re-establish with the removal of the at-grade crossings, which supports the Tonto Creek Riparian Unit's goal.
- Safety – Construction of the bridge will improve safety in a number of ways by providing:
  - A year-round, all-weather crossing for residents and visitors to the region.
  - A safe route to school for the students and teachers of Tonto Basin Elementary School.
  - Consistent access during emergency situations as fire fighters, police, and emergency personal will be able to access the east side of Tonto Creek regardless of the weather conditions.
  - Access for the Tonto National Forest to fight fires on lands located on the east side of Tonto Creek.
  - A means to eliminate fatalities experienced over the last 25 years from individuals attempting to cross the creek when the creek is flowing. As previously stated, five fatalities since 1995 have been attributed to the at-grade road crossings.

The total project cost is \$17,860,843. The land acquisition (right-of-way) has been completed and paid for by the County. Utility relocations are pending construction funding. With the securing of construction funding, the project schedule will allow construction to begin on or before September 2016. Table 3 summarizes the project costs and breakdown of financial commitment.

Table 3: Project Costs

Project Components	Breakdown		
	Costs	Gila County	TIGER Grant
Construction			
Land Acquisition	\$276,518	\$276,518	-
Utility Relocation	\$200,100	-	\$200,100
Construction	\$17,384,225	\$1,738,325	\$15,645,900
Total Project Cost:	\$17,860,843		
Construction Funding:		\$2,014,843	\$15,846,000
	100%	11%	89%

### Discounting

The following life-cycle costs and baseline benefits have been discounted following the Office of Management and Budget Circulars A-4 and A-94 at 7% and 3%. The 7% discount rate represents the average expected return on private capital. The 3% discount rate represents the social rate of time preference for households and individuals. The 3% rate may be more appropriate for the long-term benefits that accrue to current households and future generations and to lower income households for whom long term wealth accumulation or future social benefits will be more highly valued.

### Assumptions & Data

The assumption used for elimination of fatalities associated with crossing during moderate to high flow events is based on the five documented fatalities that have occurred since 1995. The safety analysis used a 25 year period from 1990 to 2015. The yearly average of fatalities due to crossing incidents is 0.20 or 5 divide by 25. For comparison one could look at the last 60 years, which is the timeframe used for the life-cycle cost analysis, and the average fatalities would obviously reduce to 0.083 per year (5 divided by 60). Using this yearly average at a 3% discount as described above for future long term social benefits the BCA ratio is 1.38.

Cost data for yearly maintenance and flooding related emergency response is from Gila County records. Construction data and costs is based on the current 100% plans, specifications and estimated completed for the project.

### Life-Cycle Costs

Discounted life-cycle costs for the construction of the Tonto Creek Bridge is presented in Table 4 (attached at end of document). Yearly maintenance and future rehabilitation needs were estimated following the guidelines furnished by the Arizona Department of Transportation (ADOT) Bridge Group – Operations Services. The costs include yearly maintenance after year 10 of between 0.20% and 0.25% of the cost of the bridge. A value of 0.25% was used in the analysis. Bridge deck joints are assumed to require replacement every 15 years. Deck

rehabilitation is assumed to be required every 30 years. The total construction cost for the Tonto Creek Bridge project is \$17,860,843.

### Benefit Costs

The baseline benefits of the project were developed using recent and historical data compiled by Gila County. An analysis with monetized benefits was performed using available County resources and data. For the purposes of the analysis presented, three specific and quantitative items were included as follows.

1. Costs associated with seasonal flooding
  - Emergency Response
  - Gila County Public Works
  - Gila County Sheriff
2. Costs associated with yearly non-flood-related maintenance of the existing at-grade dirt roads across Tonto Creek
3. Costs associated with the loss of life from crossing-related fatalities

Costs associated with emergency response and rescue during major flooding since 2003 have totaled \$665,430 for three (3) total major floods. This is an average of \$221,810 per event. Major flooding of Tonto Creek occurs within the project area approximately every three years, and the value used for the baseline benefit for emergency response and rescue is \$83,179 per year. Costs associated with yearly non-flood-related road maintenance of the existing at-grade dirt roads across Tonto Creek in Tonto Basin average \$42,125. Construction of this project eliminates costs expended for this work.

Since 1990 (25-year period) five documented fatalities have been attributed to crossing Tonto Creek within Tonto Basin.

- 1995 – 1 man
- 1997 – 1 woman
- 2005 – 2 men
- 2008 – 1 woman

The costs associated with fatalities was determined following the recommendations presented in the TIGER Benefit-Cost Analysis (BCA) Resource Guide for *Guidance on Treatment of the Economic Value of a Statistical Life U.S. Department of Transportation Analyses – 2015*. This value is set at \$9,400,000 per fatality. Tonto Basin has averaged 0.2 crossing-related fatalities per year over the past 25 years. A value of \$1,880,000 per year was used in the baseline benefit calculation for avoided fatalities with the construction of the bridge. Table 5 (attached to end of document) presents the No Build Baseline Benefits used in the analysis.

To provide DOT with a reasonable and defensible BCA, several eligible project benefits described in Circulars A-4 and A-94 have not been monetized or included in our analysis. These include:

*Valuation of Reduction in Health and Safety Risks to Children and Impacts on Children* – The children that live in the area are subjected to the flooding and dangerous crossing conditions when going to school.

*Potential loss of life from inability to respond to fire and emergency medical service calls on the east side of Tonto Creek* – Data provided by the Tonto Basin Fire District indicates an average of 20 fire and 82 EMS related dispatches a year to the east side of Tonto Creek for first responders. Road closures due to flooding result in the existing at-grade crossings being closed an average of 26 days per year or 7% of the time. These closures equate to 1.4 non-responses for fire emergencies and almost 6 non-responses for EMS emergencies yearly. Assuming that 1% of all EMS calls are serious life-threatening emergencies resulting in death without assistance, this would equate to approximately 0.10 potential lives lost yearly and 6 over the life-span of the project.

*Non-fatal Health and Safety Risks* – Historical data on the average number of law enforcement incidents per year that require crossing of Tonto Creek is unavailable, but is likely to exceed the number of medical emergencies and is estimated at 100 per year. If Tonto Creek cannot be crossed 7 percent of the time without a bridge, the number of law enforcement incidents that cannot be responded to per year is 7.

*Benefits from Improved Air and Water Quality* – An estimated 101 tons of PM<sub>10</sub> will be removed from the air through the construction of the bridge and paving of the dirt roads (please see calculations in attached BCA spreadsheet).

*Economic Development of Available Land on the East Side of Tonto Creek with Year-Round, Safe, Reliable Access* – Developing the private land on the east side of Tonto Creek would provide Tonto Basin and Gila County with economic benefits in the form of higher land and tax values.

*Loss of Worker Productivity* – Specific data is not available for the number of lost work days or job terminations from the inability to cross Tonto Creek. A number of local residents have reported being terminated due to excessive work absence due to flooding.

#### Benefit Cost Analysis Summary

Table 6 summarizes the calculated costs and benefits, discounted at 3% and 7% for the items discussed above.

Table 6: Benefit-Cost Ratio and Net Present Value

	Present Value @ 3%	Present Value @ 7%
Costs:		
60-yr Life Cycle Cost of Bridge		
Tonto Creek	\$18,183,493	\$16,289,949
Benefits:		
Emergency Response Exp.		
Annual at-grade Maint. Exp.	\$55,497,912	\$28,152,823
Fatalities avoided (VSL)		
Benefit/Cost Ratio:	3.05	1.73

The above analysis indicates that the benefits of this project outweigh the costs. As shown throughout the TIGER Discretionary Grant application, this project meets all five of the primary selection criteria set by DOT. It also more importantly serves the needs of a rural and economically distressed region by providing much-needed improvements to transportation facilities and increasing the safety and wellbeing of countless citizens including children, low-income families, and the elderly.

Table 4 - Construction Costs for Tonto Creek Bridge<sup>1</sup>

1 - Source: 100% Construction Cost Estimate Kimley-Horn May 2015  
 2 - Source: Arizona Department of Transportation Bridge Group Operation & Roadway Design Group

Roadway: \$5,518,211  
 Bridge: \$8,657,428  
 Other: \$3,685,204  
 Total: \$17,860,843

Estimate of Future Annual Maintenance Costs of Roadway per Lane-Mile<sup>2</sup>

Annual Maintenance Cost Per Lane Mile Using PeCos Latest FY Data	
Category	Other Locations
1. Paved Surfaces & Shoulders	\$420
2. Roadside	\$230
3. Drainage & Environmental	\$100
4. Rest Areas	\$230
5. Traffic Operations - Signla & Lighting, Signing & Striping	\$935
6. Landscaping	\$85
7. Winter Storms	\$155
8. Emergency Response	\$30
9. Miscellaneous Maintenance	\$300
10. Support and Other Operating Expenses	\$1,165
11. Other Specialty Items	\$0
<b>MCL = Maintenance Cost per Lane Mile</b>	<b>\$3,650</b>
<b>Annual Maintenance Cost of Project</b>	
PW = Pavement Width	32
NL = Number of 12-ft Lanes	2.666666667
LP = Length of Project in Miles (1.18 miles less 2,012 ft bridge)	0.8
<b>PMC = Current Project Maintenance Cost</b>	<b>\$7,787</b>

Estimate of Future Maintenance Cost of Bridge<sup>2</sup>

Maintenance Cost of Bridge using ADOT Bridge Group Operaion Data	
Category	
Bridge Deck Replacement after 30 years	\$1,500,000
Bridge Joint Replacement after 15 years	\$50,000
Annual Maintenance after year 10	0.25%
<b>Annual Maintenance Costs (0.25% x Construction Cost)</b>	<b>\$21,644</b>

Costs - Construction & Maintenance

Year	Initial Constr.	Roadway Annual Maint.	Bridge Annual Maint.	Bridge Deck/Joint	Total Costs	3% Discount Rate	7% Discount Rate
2016	\$4,465,211	\$0	\$0	\$0	\$4,465,211	\$ 4,335,156	\$ 4,173,094
2017	\$13,395,632	\$0	\$0	\$0	\$13,395,632	\$ 12,626,668	\$ 11,700,264
2018	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
2019	\$0	\$7,787	\$0	\$0	\$7,787	\$ 6,918	\$ 5,940
2020	\$0	\$7,787	\$0	\$0	\$7,787	\$ 6,717	\$ 5,552
2021	\$0	\$7,787	\$0	\$0	\$7,787	\$ 6,521	\$ 5,189
2022	\$0	\$7,787	\$0	\$0	\$7,787	\$ 6,331	\$ 4,849
2023	\$0	\$7,787	\$0	\$0	\$7,787	\$ 6,147	\$ 4,532
2024	\$0	\$7,787	\$0	\$0	\$7,787	\$ 5,968	\$ 4,235
2025	\$0	\$7,787	\$0	\$0	\$7,787	\$ 5,794	\$ 3,958
2026	\$0	\$7,787	\$0	\$0	\$7,787	\$ 5,625	\$ 3,699
2027	\$0	\$7,787	\$0	\$0	\$7,787	\$ 5,461	\$ 3,457
2028	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 20,041	\$ 12,213
2029	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 19,457	\$ 11,414
2030	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 18,890	\$ 10,667
2031	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 18,340	\$ 9,969
2032	\$0	\$7,787	\$21,644	\$50,000	\$79,430	\$ 48,057	\$ 25,146
2033	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 17,287	\$ 8,707
2034	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 16,784	\$ 8,138
2035	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 16,295	\$ 7,605
2036	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 15,820	\$ 7,108
2037	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 15,359	\$ 6,643
2038	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 14,912	\$ 6,208
2039	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 14,478	\$ 5,802
2040	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 14,056	\$ 5,422
2041	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 13,647	\$ 5,068
2042	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 13,249	\$ 4,736
2043	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 12,863	\$ 4,426
2044	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 12,489	\$ 4,137
2045	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 12,125	\$ 3,866
2046	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 11,772	\$ 3,613
2047	\$0	\$7,787	\$21,644	\$1,550,000	\$1,579,430	\$ 613,351	\$ 181,226
2048	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 11,096	\$ 3,156
2049	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 10,773	\$ 2,949
2050	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 10,459	\$ 2,757
2051	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 10,154	\$ 2,576
2052	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 9,859	\$ 2,408
2053	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 9,571	\$ 2,250
2054	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 9,293	\$ 2,103
2055	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 9,022	\$ 1,965
2056	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 8,759	\$ 1,837
2057	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 8,504	\$ 1,717
2058	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 8,256	\$ 1,604
2059	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 8,016	\$ 1,499
2060	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 7,782	\$ 1,401
2061	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 7,556	\$ 1,310
2062	\$0	\$7,787	\$21,644	\$50,000	\$79,430	\$ 19,799	\$ 3,303
2063	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 7,122	\$ 1,144
2064	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 6,915	\$ 1,069
2065	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 6,713	\$ 999
2066	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 6,518	\$ 934
2067	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 6,328	\$ 873
2068	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 6,144	\$ 816
2069	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,965	\$ 762
2070	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,791	\$ 712
2071	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,622	\$ 666
2072	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,458	\$ 622
2073	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,299	\$ 581
2074	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 5,145	\$ 543
2075	\$0	\$7,787	\$21,644	\$0	\$29,430	\$ 4,995	\$ 508
					\$ 18,183,493	\$ 16,289,949	

Table 5 - Project Benefits

Accidents - Tonto Creek crossing related deaths<sup>1</sup>

Year	Fatalities	Year	Fatalities
1990	0	2001	0
1991	0	2002	0
1992	0	2003	0
1993	0	2004	0
1994	0	2005	2
1995	1	2006	0
1996	1	2007	0
1997	0	2008	1
1998	0	2009	0
1999	0	2010	0
2000	0	2011	0
		2012	0
		2013	0
		2014	0
			0.2

average/year over previous 25 yrs

\$9,400,000	Value of Statistical Life (VSL) per fatality
\$1,880,000	Average Annual VSL

Annual Maintenance Costs for Existing Dirt Roads<sup>1</sup>

\$42,125 - Gila County Public Works

Flood Response Costs<sup>1</sup>

Period:	2003-2008	2009	2010
Public Works:	\$191,210	\$0	\$198,520
Emergency Management:	\$104,950	\$0	\$146,500
Sherriff Office:	\$9,350	\$0	\$14,900
	\$305,510	\$0	\$359,920

Average Cost 8 yr period: \$83,179

1 - Source: Gila County Public Work and Emergency Management Division

Benefit - Eliminate Accidental Fatalities

Year	Average VSL	3% Discount Rate	7% Discount Rate
2016	\$1,880,000	\$1,825,243	\$1,757,009
2017	\$1,880,000	\$1,772,080	\$1,642,065
2018	\$1,880,000	\$1,720,466	\$1,534,640
2019	\$1,880,000	\$1,670,356	\$1,434,243
2020	\$1,880,000	\$1,621,705	\$1,340,414
2021	\$1,880,000	\$1,574,470	\$1,252,723
2022	\$1,880,000	\$1,528,612	\$1,170,770
2023	\$1,880,000	\$1,484,089	\$1,094,177
2024	\$1,880,000	\$1,440,863	\$1,022,595
2025	\$1,880,000	\$1,398,897	\$955,697
2026	\$1,880,000	\$1,358,152	\$893,174
2027	\$1,880,000	\$1,318,594	\$834,742
2028	\$1,880,000	\$1,280,189	\$780,133
2029	\$1,880,000	\$1,242,901	\$729,096
2030	\$1,880,000	\$1,206,700	\$681,399
2031	\$1,880,000	\$1,171,554	\$636,821
2032	\$1,880,000	\$1,137,431	\$595,160
2033	\$1,880,000	\$1,104,302	\$556,224
2034	\$1,880,000	\$1,072,138	\$519,836
2035	\$1,880,000	\$1,040,910	\$485,828
2036	\$1,880,000	\$1,010,593	\$454,045
2037	\$1,880,000	\$981,158	\$424,341
2038	\$1,880,000	\$952,580	\$396,580
2039	\$1,880,000	\$924,835	\$370,636
2040	\$1,880,000	\$897,898	\$346,388
2041	\$1,880,000	\$871,746	\$323,728
2042	\$1,880,000	\$846,355	\$302,549
2043	\$1,880,000	\$821,704	\$282,756
2044	\$1,880,000	\$797,771	\$264,258
2045	\$1,880,000	\$774,535	\$246,970

Benefit - Elimination of Annual Dirt Rd Crossings Maintenance

Year	Maint. \$	3% Discount Rate	7% Discount Rate
2016	\$42,125	\$40,898	\$39,369
2017	\$42,125	\$39,707	\$36,794
2018	\$42,125	\$38,550	\$34,387
2019	\$42,125	\$37,428	\$32,137
2020	\$42,125	\$36,337	\$30,035
2021	\$42,125	\$35,279	\$28,070
2022	\$42,125	\$34,251	\$26,233
2023	\$42,125	\$33,254	\$24,517
2024	\$42,125	\$32,285	\$22,913
2025	\$42,125	\$31,345	\$21,414
2026	\$42,125	\$30,432	\$20,013
2027	\$42,125	\$29,546	\$18,704
2028	\$42,125	\$28,685	\$17,480
2029	\$42,125	\$27,850	\$16,337
2030	\$42,125	\$27,038	\$15,268
2031	\$42,125	\$26,251	\$14,269
2032	\$42,125	\$25,486	\$13,336
2033	\$42,125	\$24,744	\$12,463
2034	\$42,125	\$24,023	\$11,648
2035	\$42,125	\$23,324	\$10,886
2036	\$42,125	\$22,644	\$10,174
2037	\$42,125	\$21,985	\$9,508
2038	\$42,125	\$21,344	\$8,886
2039	\$42,125	\$20,723	\$8,305
2040	\$42,125	\$20,119	\$7,761
2041	\$42,125	\$19,533	\$7,254
2042	\$42,125	\$18,964	\$6,779
2043	\$42,125	\$18,412	\$6,336
2044	\$42,125	\$17,876	\$5,921
2045	\$42,125	\$17,355	\$5,534

Benefit - Elimination of Emergency Flood Response Costs

Year	Maint. \$	3% Discount Rate	7% Discount Rate
2016	\$83,179	\$80,756	\$77,737
2017	\$83,179	\$78,404	\$72,652
2018	\$83,179	\$76,120	\$67,899
2019	\$83,179	\$73,903	\$63,457
2020	\$83,179	\$71,751	\$59,305
2021	\$83,179	\$69,661	\$55,426
2022	\$83,179	\$67,632	\$51,800
2023	\$83,179	\$65,662	\$48,411
2024	\$83,179	\$63,750	\$45,244
2025	\$83,179	\$61,893	\$42,284
2026	\$83,179	\$60,090	\$39,518
2027	\$83,179	\$58,340	\$36,932
2028	\$83,179	\$56,641	\$34,516
2029	\$83,179	\$54,991	\$32,258
2030	\$83,179	\$53,389	\$30,148
2031	\$83,179	\$51,834	\$28,176
2032	\$83,179	\$50,325	\$26,332
2033	\$83,179	\$48,859	\$24,610
2034	\$83,179	\$47,436	\$23,000
2035	\$83,179	\$46,054	\$21,495
2036	\$83,179	\$44,713	\$20,089
2037	\$83,179	\$43,410	\$18,775
2038	\$83,179	\$42,146	\$17,546
2039	\$83,179	\$40,918	\$16,398
2040	\$83,179	\$39,727	\$15,326
2041	\$83,179	\$38,570	\$14,323
2042	\$83,179	\$37,446	\$13,386
2043	\$83,179	\$36,355	\$12,510
2044	\$83,179	\$35,297	\$11,692
2045	\$83,179	\$34,269	\$10,927

2046	\$1,880,000	\$751,976	\$230,813
2047	\$1,880,000	\$730,074	\$215,713
2048	\$1,880,000	\$708,809	\$201,601
2049	\$1,880,000	\$688,164	\$188,412
2050	\$1,880,000	\$668,121	\$176,086
2051	\$1,880,000	\$648,661	\$164,567
2052	\$1,880,000	\$629,768	\$153,801
2053	\$1,880,000	\$611,425	\$143,739
2054	\$1,880,000	\$593,617	\$134,335
2055	\$1,880,000	\$576,327	\$125,547
2056	\$1,880,000	\$559,541	\$117,334
2057	\$1,880,000	\$543,243	\$109,658
2058	\$1,880,000	\$527,421	\$102,484
2059	\$1,880,000	\$512,059	\$95,779
2060	\$1,880,000	\$497,145	\$89,513
2061	\$1,880,000	\$482,665	\$83,657
2062	\$1,880,000	\$468,606	\$78,184
2063	\$1,880,000	\$454,958	\$73,070
2064	\$1,880,000	\$441,707	\$68,289
2065	\$1,880,000	\$428,841	\$63,822
2066	\$1,880,000	\$416,351	\$59,647
2067	\$1,880,000	\$404,224	\$55,744
2068	\$1,880,000	\$392,451	\$52,098
2069	\$1,880,000	\$381,020	\$48,689
2070	\$1,880,000	\$369,922	\$45,504
2071	\$1,880,000	\$359,148	\$42,527
2072	\$1,880,000	\$348,687	\$39,745
2073	\$1,880,000	\$338,531	\$37,145
2074	\$1,880,000	\$328,671	\$34,715
2075	\$1,880,000	\$319,098	\$32,444
SUM (ALL YEARS)		\$52,030,060	\$26,393,661

2046	\$42,125	\$16,849	\$5,172
2047	\$42,125	\$16,359	\$4,833
2048	\$42,125	\$15,882	\$4,517
2049	\$42,125	\$15,420	\$4,222
2050	\$42,125	\$14,971	\$3,946
2051	\$42,125	\$14,534	\$3,687
2052	\$42,125	\$14,111	\$3,446
2053	\$42,125	\$13,700	\$3,221
2054	\$42,125	\$13,301	\$3,010
2055	\$42,125	\$12,914	\$2,813
2056	\$42,125	\$12,538	\$2,629
2057	\$42,125	\$12,172	\$2,457
2058	\$42,125	\$11,818	\$2,296
2059	\$42,125	\$11,474	\$2,146
2060	\$42,125	\$11,139	\$2,006
2061	\$42,125	\$10,815	\$1,875
2062	\$42,125	\$10,500	\$1,752
2063	\$42,125	\$10,194	\$1,637
2064	\$42,125	\$9,897	\$1,530
2065	\$42,125	\$9,609	\$1,430
2066	\$42,125	\$9,329	\$1,336
2067	\$42,125	\$9,057	\$1,249
2068	\$42,125	\$8,794	\$1,167
2069	\$42,125	\$8,537	\$1,091
2070	\$42,125	\$8,289	\$1,020
2071	\$42,125	\$8,047	\$953
2072	\$42,125	\$7,813	\$891
2073	\$42,125	\$7,585	\$832
2074	\$42,125	\$7,365	\$778
2075	\$42,125	\$7,150	\$727
SUM (ALL YEARS)		\$1,165,833	\$591,401

2046	\$83,179	\$33,270	\$10,212
2047	\$83,179	\$32,301	\$9,544
2048	\$83,179	\$31,361	\$8,920
2049	\$83,179	\$30,447	\$8,336
2050	\$83,179	\$29,560	\$7,791
2051	\$83,179	\$28,699	\$7,281
2052	\$83,179	\$27,863	\$6,805
2053	\$83,179	\$27,052	\$6,360
2054	\$83,179	\$26,264	\$5,944
2055	\$83,179	\$25,499	\$5,555
2056	\$83,179	\$24,756	\$5,191
2057	\$83,179	\$24,035	\$4,852
2058	\$83,179	\$23,335	\$4,534
2059	\$83,179	\$22,656	\$4,238
2060	\$83,179	\$21,996	\$3,960
2061	\$83,179	\$21,355	\$3,701
2062	\$83,179	\$20,733	\$3,459
2063	\$83,179	\$20,129	\$3,233
2064	\$83,179	\$19,543	\$3,021
2065	\$83,179	\$18,974	\$2,824
2066	\$83,179	\$18,421	\$2,639
2067	\$83,179	\$17,884	\$2,466
2068	\$83,179	\$17,364	\$2,305
2069	\$83,179	\$16,858	\$2,154
2070	\$83,179	\$16,367	\$2,013
2071	\$83,179	\$15,890	\$1,882
2072	\$83,179	\$15,427	\$1,758
2073	\$83,179	\$14,978	\$1,643
2074	\$83,179	\$14,542	\$1,536
2075	\$83,179	\$14,118	\$1,435
SUM (ALL YEARS)		\$2,302,019	\$1,167,762

TIGER FY 2015 DISCRETIONARY GRANT APPLICATION

## TONTO CREEK BRIDGE PROJECT

# ARIZONA



**TIGER**  
**GRANTS**



**APPLICATION DATE**

June 5, 2015

**PRIME APPLICANT**

Gila County Public Works Division  
(Local Government)

**DUNS NUMBER**

147259191

**CONTACT PERSON**

Steve Sanders, Deputy Public Works Director  
Globe, AZ 85501  
(928) 402-8530 Phone  
(928) 812-1865 Cell  
ssanders@gilacountyaz.gov

**PROJECT TYPE**

Road and Bridge Capital Project

**PROJECT DESCRIPTION**

Multimodal transportation project improving deficient roadway geometry including the construction of a bridge over Tonto Creek with pedestrian and bicyclist facilities.

**CFDA #20.933**

FY 2015 National Infrastructure Investments

**LOCATION**

Gila County, Arizona

Arizona Congressional District 4  
(U.S. Rep. Paul Gosar)

**AREA**

Rural

**REQUESTED AMOUNT**

\$15,846,000

**TOTAL PROJECT COST**

\$17,860,000

**PROJECT WEB ADDRESS**

[www.tontocreekbridge.com](http://www.tontocreekbridge.com)

## TABLE OF CONTENTS

Changes Noted from Pre-application .....	3
A. Project Description.....	4
Tonto Creek Bridge Project Promotes Ladders of Opportunity .....	7
B. Project Location.....	7
C. Project Parties .....	9
D. Grant Funds and Sources/Use of Project Funds.....	9
E. Selection Criteria .....	9
I. Primary Selection Criteria .....	9
II. Secondary Selection Criteria.....	15
F. Results of Benefit-Cost Analysis .....	16
G. Project Readiness and NEPA .....	17
I. Technical Feasibility .....	18
II. Financial Feasibility.....	18
III. Project Schedule .....	19
IV. Required Approvals.....	19
V. Assessment of Project Risks and Mitigation Strategies.....	20
Federal Wage Rate Certification .....	20
Supplementary Documents Available on Project Website .....	20

## CHANGES NOTED FROM PRE-APPLICATION

The amount requested in Gila County's Final TIGER Grant application differs from that listed in the Pre-application as outlined below.

	<b>TIGER Application</b>	<b>Pre-application</b>	<b>Difference</b>
Federal Funding	\$15,846,000	\$16,110,000	-\$264,000
Applicant Funding	\$2,014,843	\$1,790,000	\$224,843
Total	\$17,860,843	\$17,900,000	-\$39,157

The total project costs have been refined following the completion of the 100% Engineers Estimate. The requested amount has been reduced in the Final TIGER grant application and Gila County's financial commitment to the project has been increased.

## A. PROJECT DESCRIPTION

The Tonto Creek Bridge project will construct a bridge across Tonto Creek and improve the existing roadway in the rural census designated place (CDP) of Tonto Basin in Gila County. The County and the residents of Tonto Basin have been working to make this project a reality since the early 1980s. Gila County is the project sponsor and the design and ultimate construction is being administered by the Arizona Department of Transportation (ADOT) through the local public agency (LPA) program. The total cost of the project is \$17.86 million. This application requests \$15.846 million (89 percent of the project cost). The remainder of the project cost, \$2.014 million, will be funded using County transportation tax funds and the County's share of state gas tax revenue.

The project will construct a 1,980-ft-long, 40-ft-wide multi-span AASHTO precast concrete girder bridge with raised sidewalk over Tonto Creek. In addition, approximately 1-½ miles of existing geometrically deficient road. Three existing at-grade dirt road crossings currently serve as the only means for crossing Tonto Creek in the project area—Greenback Valley Road (FR 71), Bar-X Road (FR 470), and A-Cross Road (FR 60). The project eliminates two of these at-grade dirt crossings from the County road system providing critical all-weather access to the Tonto Basin region. The project will enrich the quality of life for residents of Tonto Basin through improved safety along the road and access for first responders; efficiency of travel; access to educational institutions, businesses, and healthcare facilities; and enhanced recreational opportunities on public Forest Services lands.

The scope of work for the Tonto Creek Bridge project comprises four main components:

1. Construction of a bridge across Tonto Creek
2. Improvements to the safety and operations of Old State Hwy 188 through horizontal and vertical adjustments
3. Improved circulation and access to the Tonto National Forest Reno Administrative site, which is a staging area for forest fire fighting
4. Providing facilities for safe walking and bicycling across Tonto Creek, especially for children attending the Tonto Basin Elementary School

The NEPA process has been completed and the FHWA issued a FONSI on August 26, 2011. The design is 100% complete. Plans, Specifications and Estimates will be submitted to ADOT for final review in June 2015 following Gila County's acquisition of the final private parcel of land for right-of-way, which is currently in escrow.

The typical sections in **Figure 1** depict how accessibility and multimodal needs will be accomplished through the project. The project limits for Tonto Creek improvements are shown in **Figure 2**. Reports, plans, and other documents prepared for the project can be viewed at the project team website: [www.tontocreekbridge.com](http://www.tontocreekbridge.com)



*Motorist attempting to cross Tonto Creek one month after flood – February 2010*



*Sheriff's Office rescuing motorist one month after flood – February 2010*

FIGURE 1 - TYPICAL SECTIONS

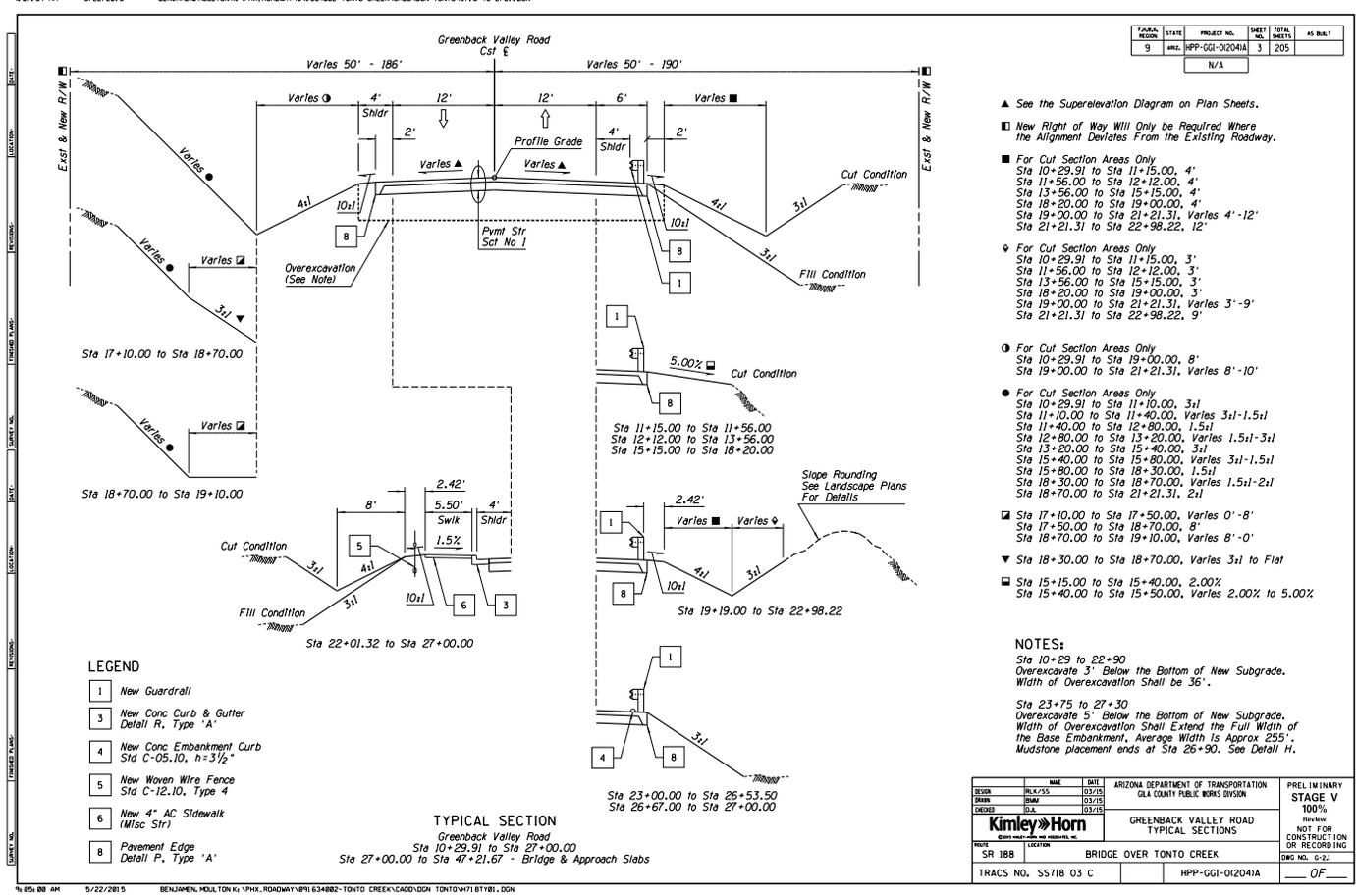
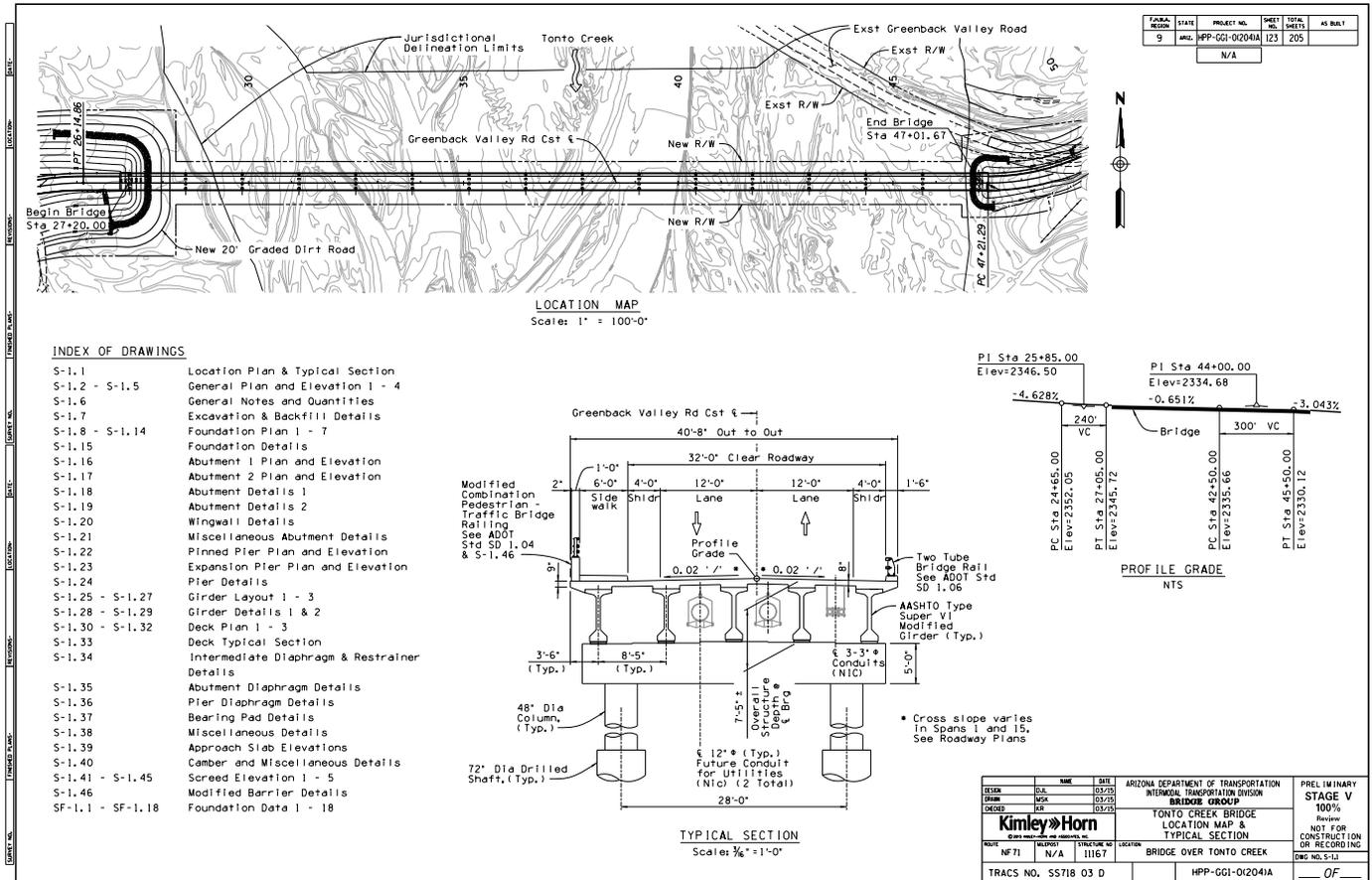
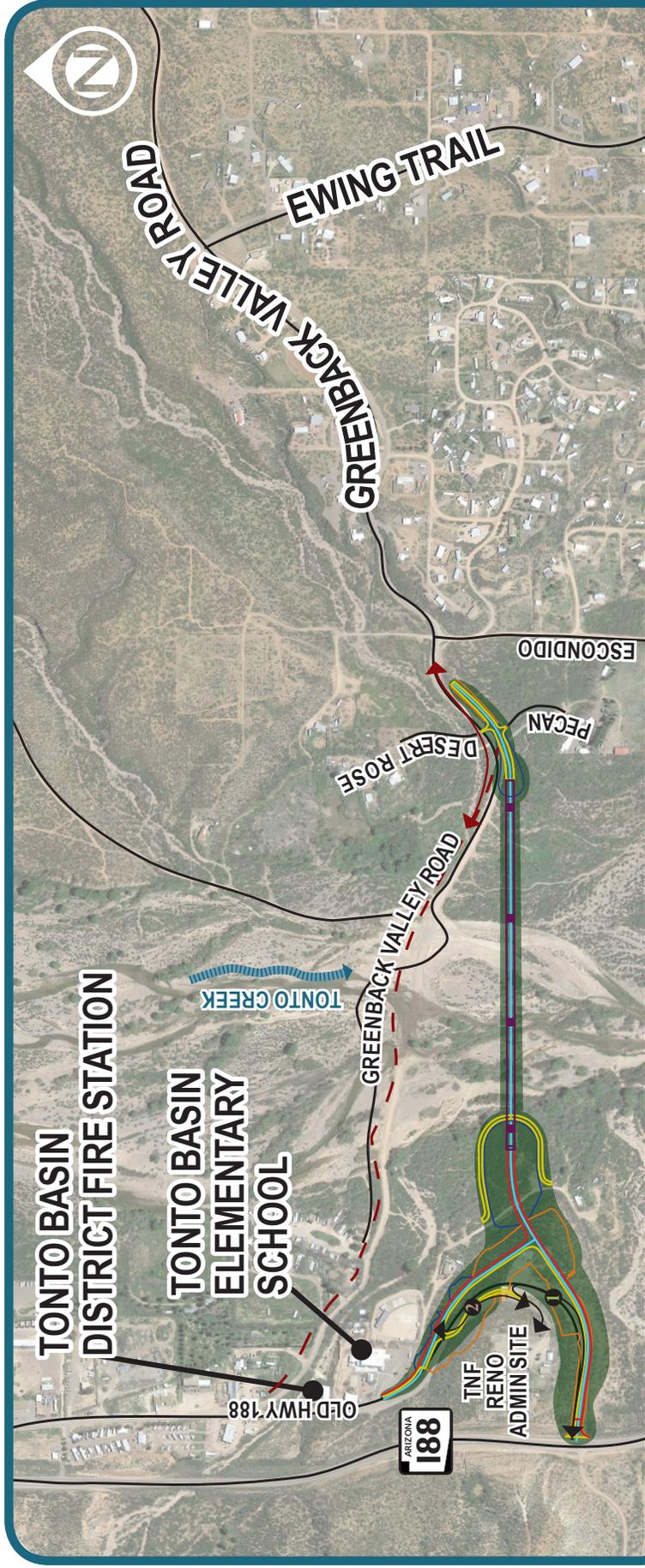


FIGURE 2 - PROJECT LIMITS



## Tonto Creek Bridge Project Promotes Ladders of Opportunity

It is important to point out that this project supports all of the selection criteria, goals, and objectives for TIGER Grant funding requirements and truly demonstrates the attributes of a Ladders of Opportunity project. Construction of the Tonto Creek Bridge:

- Increases connectivity to employment and supports workforce development by allowing residents year-round access to employment centers in Phoenix, Globe, and Payson
- Enables children to safely and consistently reach local schools
- Promotes access to the numerous recreational opportunities offered by the Tonto National Forest and Roosevelt Lake
- Increases regional safety by providing consistent access for residents requiring health-care, first responders, and forest fire fighters
- Promotes economic development through increased business opportunities and tourism and revitalizes this disconnected community consisting largely of disadvantaged groups—specifically low income and the elderly

In addition, the project enjoys great team, public agency, and community support as shown in the application and supporting documents.



*Greenback Valley Road closed due to flooding – January 2010*



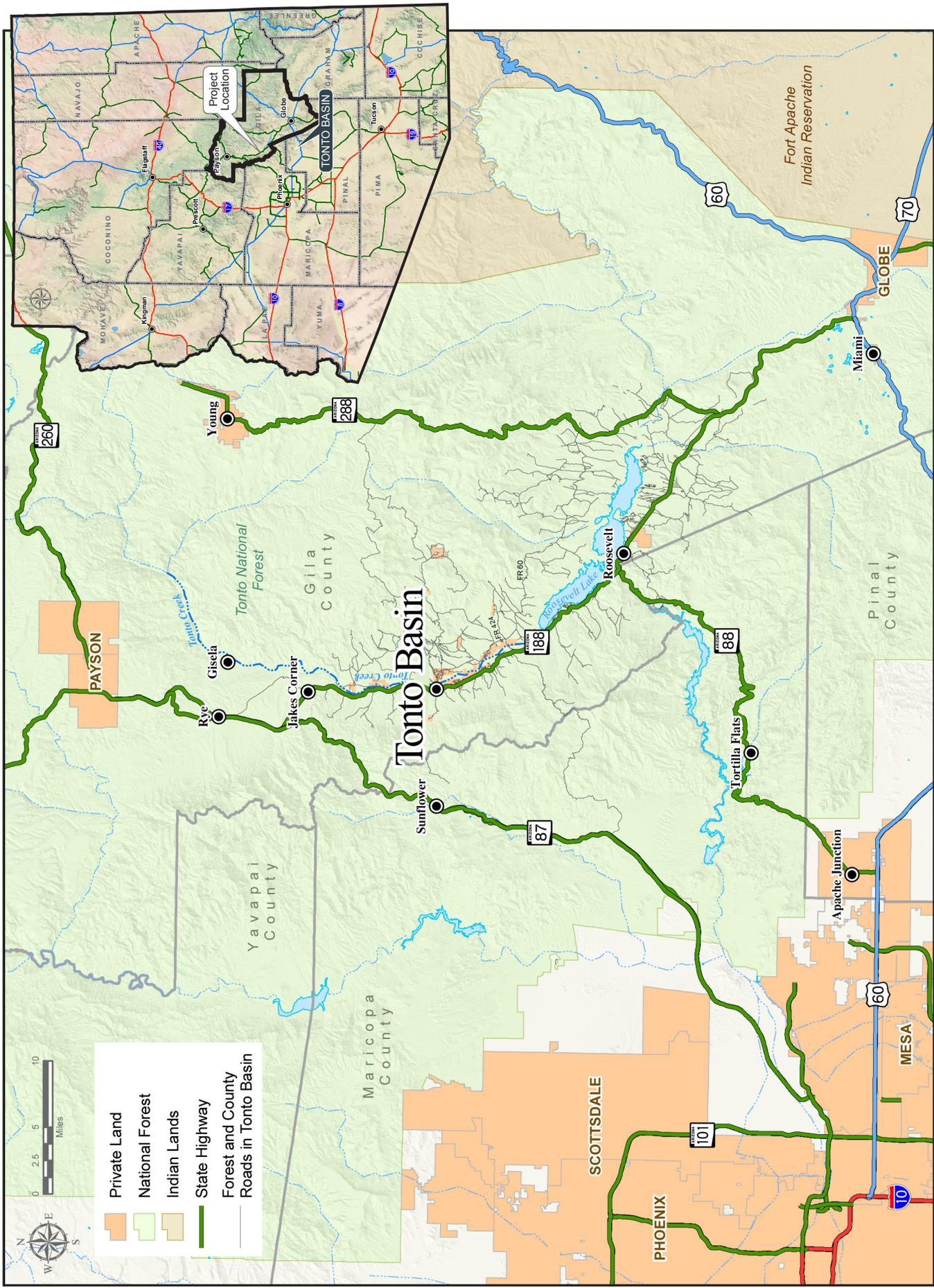
*Six Weeks After Flood – February 2010*

## B. PROJECT LOCATION

The project is located between Payson and Globe on State Route 188 in the Tonto Basin in northern Gila County (See **Figure 3** on the following page). Tonto Basin encompasses over 31 square miles. The east and west halves of Tonto Basin are bisected by Tonto Creek with Roosevelt Lake and the Roosevelt Dam to the south. Much of Tonto Basin lies within the surrounding Tonto National Forest. The Tonto Basin Community is one of the fastest-growing areas with the largest tracts of developable private land in Gila County. 2010 census data reported 1,424 residents, an increase of over 580 or 40% since 2000. There are a total of 759 family households with a median income for transportation facility users per household of \$23,398. There are an additional 546 seasonal, recreational, and vacation housing units. The median age in Tonto Basin is 63.3 years, as it is a popular retirement and recreational location for people around Arizona.

Gila County covers nearly 4,800 square miles with 55% of the land within the Tonto National Forest and 38% within the Fort Apache and San Carlos tribal reservations. Three percent of the land is owned by the Bureau of Land Management and the State of Arizona. Only four percent, 192 square miles, of the land is privately held with 16% of this land being in Tonto Basin.

FIGURE 3 – PROJECT LOCATION



The bridge and roadway improvements will provide these families, retirees, and recreational/vacation users a safe and reliable crossing of Tonto Creek year-round. The project also supports objectives of the Tonto National Forest including providing access to public lands. Recreational activities help to support local businesses in the area year-round with access to the east side of Tonto Creek being the driving factor.

## C. PROJECT PARTIES

Gila County is the sole applicant for this project.

## D. GRANT FUNDS AND SOURCES/USE OF PROJECT FUNDS

Grant Funds are requested in the amount of \$15,846,000 to fund the \$17,860,843 cost to construct the project. Gila County will provide a \$2,014,843 match. These funds would pay for the construction of the project identified in the 100% construction documents prepared in May 2015. As a rural and economically distressed area, Gila County and the community of Tonto Basin respectfully requests consideration of funding support for the \$15,846,000 required to complete the project construction costs. As previously described, Gila County has limited funds and revenue streams to draw upon for its transportation improvement needs. Without alternative funding sources, the County will not be able to construct this project.

TABLE 1: PROJECT COSTS AND FUNDING BREAKDOWN

Project Components	Breakdown		
	Costs	GILA COUNTY	TIGER GRANT
<b>Construction</b>			
Land Acquisition	\$276,518	\$276,518	-
Utility Relocation	\$200,100	-	\$200,100
Construction	\$17,384,225	\$1,738,325	\$15,645,900
<b>Total Project Cost</b>	<b>\$17,860,843</b>		
<b>Construction Funding</b>		<b>\$2,014,843</b>	<b>\$15,846,000</b>
<b>Percentage</b>	<b>100%</b>	<b>11%</b>	<b>89%</b>

## E. SELECTION CRITERIA

The five significant sources of beneficial long-term outcomes resulting from the Tonto Creek Bridge project are described in the following sections.

### I. Primary Selection Criteria

#### A. STATE OF GOOD REPAIR

The principal goal of the Gila County Public Works Division is to “Provide a safe, efficient and cost effective multi-modal circulation system that provides for adequate mobility and access.” This project will improve a deficient portion of the County’s road system for all users including pedestrians and bicyclists in a region that has endured insufficient transportation facilities for decades. The project will positively impact the community of Tonto Basin, the Roosevelt Lake recreational area, and a large portion of the Tonto National Forest. Regional visitors and travelers frequently utilize the area to recreate, vacation, and relocate for retirement. The construction of this project will reduce life-cycle costs of maintenance and road repair that the County currently expends due to the upkeep of dirt and gravel roads and reconstruction and grading due to the frequent “washouts” of the existing roads from storm events as shown in the Benefit-Cost Analysis.

**B. ECONOMIC COMPETITIVENESS**

The project is located in the center of a regional destination for visitors and recreationists from throughout Arizona. The economic viability of the area will be enhanced through the development of additional residential properties and increased recreational users once they can be assured of safe and reliable transportation in the area. Additional business development will occur as the demand for goods and services increase. The County has received numerous e-mails on the status of the project from local realtors who have clients and private citizens looking to build new homes in the area once the project is constructed. The lost productivity of Forest Service lands as well as the reduced use of Roosevelt Lake impacts the regional economy. As previously stated, Tonto Basin includes some of the largest tracts of private, developable land in the County. The west side of



*Tonto Creek*

Tonto Creek, which makes up half the private land, includes established residential neighborhoods, the public library, post office, school, fire station, and businesses ranging from grocery, hardware, auto repair, restaurants, and lodging. The east side of Tonto Creek includes almost two-thirds of the residential properties and over half the population. The ability to further develop this land and maximize land values and entice economic development hinges on the ability of people to safely and reliably travel within the area without the worry of being stranded by flooding for days, weeks, and even months at a time while the creek is running.

Also important is how the economic viability of the Tonto Basin region is being affected by the loss of work days and associated income for many current residents because of the inability or inordinate time necessary to reach work locations when the crossing is closed. “Lost work days”—or worse, the loss of employment—from not being able to show up at work due to being trapped on the wrong side of the creek during flooding will be eliminated when the project is completed. This will benefit not only the employees and the community, but also the employers and the availability of the product or service they provide.

Gila County and Tonto Basin are economically distressed areas as defined by section 301 of the Public Works and Economic Development Act (PWEDA). This project will immediately create local construction jobs for the residents of Gila County and the state of Arizona. Following the guidelines described in Table 4 of the FHWA Employment Impact in Federally Aided Highway Construction Investment report, this project will create 618 near-term jobs for the investment of \$15,986,160 (assumes 38,638 jobs per \$1 billion invested). The magnitude of the work, the anticipated duration of construction, and the rural location will provide local businesses (motels, restaurants, equipment rental suppliers, and grocery/hardware stores) with an influx of capital and demand.

The longer-term benefit to the economy of the area is the year-round access to recreational facilities and the local purchasing power for those who no longer miss work up to weeks at a time due to flooding or those who lose their jobs due to their inability to travel to work. Over the past 40 years, Arizona has been one of the most rapidly growing states in the country. Opening the large tracts of private developable land on the east side of Tonto Creek to year-round, all-weather access allows the region to participate in the growth and associated economic development along with the rest of the state. This growth will significantly stimulate the economy in this economically distressed region and county.

### C. QUALITY OF LIFE

The Tonto Creek Bridge is an investment in the quality of life for Tonto Basin residents as well as an improvement in access and mobility for all people utilizing the private and public lands in the region. The USDOT, HUD, and EPA have developed six livability principles as part of the Partnership for Sustainable Communities. This project furthers five of the six livability principles.

- **Provide more transportation choices.** This project will provide a currently unavailable year-round safe and reliable road for the residents, businesses, government agencies (including Tonto National Forest), service providers (including emergency and law enforcement), and visitors in Tonto Basin. This road will provide a reliable facility for automobiles, trucks, transit vehicles, pedestrians, and bicyclists. Air and water quality is improved by the elimination of dirt roads and by removing vehicles from traveling through the creeks.

It will provide a reliable roadway and the most direct and fastest route for residents' work, shopping, medical, and other trips outside the region. Travel time savings per one-way trip to and from the Phoenix metropolitan area or to the County seat in Globe using the bridge instead of the alternative route, which is a primitive Forest Service dirt road along the east side of Lake Roosevelt, is approximately two hours. The alternative route is 65 miles long as compared to the current ½-mile crossing.

- **Enhance economic competitiveness.** The project will provide reliable and timely access to the entire Tonto Creek Basin. In doing so, it will enhance the Basin's economic competitiveness by making the existing businesses and services available on a dependable basis throughout the year. Developable land in the Basin will be more attractive for investors because of dependable access to markets and reliable services such as fire and law enforcement. The development of land should not be viewed as a transfer of activities from another region, but rather an increase in the productivity of land that will be needed as the nation continues to grow.
- **Support existing communities.** The community of Tonto Basin was established by homesteaders in the 1880s. This project improves the efficiency of public works investments through the construction of a sustainable facility versus the continual expenditure of scarce funds reconstructing dirt roads washed out with every storm event. The project also safeguards rural landscapes by removing the dirt roads from the creek bed while incorporating the visual quality objectives of the US Forest Service into the new facilities. It improves the efficiency of public works investments by eliminating the continuous need for emergency repairs to existing crossings caused by flooding and the maintenance or replacement of existing crossings destroyed or damaged by Tonto Creek. The annual savings in emergency repairs and maintenance or re-grading of existing dirt roads crossing Tonto Creek is estimated to be \$125,304 when the bridge project is constructed.



*Greenback Valley Road Requiring Maintenance*

- **Coordinate policies and leverage investment.** The project's viability is only possible through the cooperation and partnering between Gila County and the federal government for funding. The project also enhances the overall Tonto Basin while at the same time achieving planning objectives of the County.

- **Value communities and neighborhoods.** The project will enhance the unique characteristics of Tonto Creek Basin by creating a safe and walkable community that is completely accessible to residents and visitors to meet, socialize, participate together in community activities, and enjoy each other’s company.

The project is consistent with Gila County’s Comprehensive Plan, Transportation Study, Central Arizona Governments’ TIP, and ADOT’s STIP. It provides for vehicular, pedestrian, and bicyclist access across Tonto Creek regardless of the conditions of the waters below. The western terminus of the project is located at the front door of the Tonto Basin School. The bridge and adjacent improvements along Old State Hwy 188 will provide extra lane widths for vehicles and a paved pathway for bicyclists and pedestrians to cross Tonto Creek. School children can safely bike or walk to school. Residents will no longer need to wait for flows to subside to attend work, shop for basic essentials, or obtain medical services. Tourists and recreational visitors to the area will be able to travel to the eastern locations by vehicle, mountain bike, or hiking on foot without traversing through dangerous flood waters.

Below is a summary of recent road closures and major flood events that have rendered Tonto Creek impassable, stranding half the population on the east side.

• 1/30/15 – 2/9/15	<b>8 days</b>	• 1/20/10 – 4/5/10	<b>74 days</b>
• 3/3/14 – 3/6/14	<b>3 days</b>	• 12/17/08 – 3/5/09	<b>79 days</b>
• 3/8/13 – 3/15/13	<b>7 days</b>	• 1/26/08 – 3/13/08	<b>48 days</b>
• 3/27/13 – 2/9/13	<b>13 days</b>	• 12/29/04 – 3/8/05	<b>70 days</b>
		• 2/28/03 – 4/10/03	<b>42 days</b>

### *Recent Road Closures*

### *Major Flood Events*

Numerous e-mails have been received via the County’s project website from the public, actively supporting the project and the benefits it will provide to the welfare and living conditions of the residents of Tonto Basin and Arizona.

#### **D. ENVIRONMENTAL SUSTAINABILITY**

A number of environmental benefits associated with this project have been detailed in the Biological Evaluation, Biological Opinion from the US Fish and Wildlife Service, Final Environmental Assessment, and Final Design Concept Report. The bridge and road improvements provide several benefits: 1) vehicular and truck traffic will no longer drive through the creek bed. This will improve the water quality by reducing turbidity from the removal of constant disturbance of the soils, and 2) greatly reducing the chances of oil, grease, gasoline, and other VOC’s from depositing directly into the creek from vehicles and trucks. The Tonto Creek Bridge along with the associated roadway improvements will remove over two acres or 1.5 miles of two-lane dirt road from use.

In the immediate vicinity of the project, air quality will be improved by eliminating two dirt and gravel roads in the area road network, reducing fugitive dust and decreasing the PM<sub>10</sub> counts.

This is estimated at 149 short tons per year based on FHWA Multi-Pollutant Emissions Benefits of Transportation Strategies, Section 7 Road Dust Reduction Strategies, 34 Road Paving examples for Low-Volume Roads using the following factors ([http://www.fhwa.dot.gov/environment/air\\_quality/conformity/research/mpe\\_benefits/mpe07.cfm](http://www.fhwa.dot.gov/environment/air_quality/conformity/research/mpe_benefits/mpe07.cfm)):

- Length of unpaved road section – 1.0 mile (removed from County inventory with project)
- Average Daily Traffic (ADT) – 650 vehicles per day
- PM<sub>10</sub> emission factor for unpaved roads – 573.91 grams/vehicle mile

- $PM_{10}$  emission factor for paved roads (low volume) – 1.59 grams/vehicle mile
- Calculated VMT Affected = (ADT) x (project length) = 650 x 1.0 miles = 650 vehicle miles/day
- Calculated emissions reduced = (VMT Affected) x [(emission factor unpaved) – (emission factor paved)]
- $PM_{10}$  – 650 x (573.91 – 1.59) = 372,008 grams/day = 149 short tons/year

Following the Maricopa County Air Pollution Control Regulations Rule 242 Emission Offsets Generated by the Voluntary Paving of Unpaved Roads ([http://www.maricopa.gov/AQ/divisions/planning\\_analysis/rules/docs/draft/NPR\\_242\\_august\\_252006\\_MACQD.pdf](http://www.maricopa.gov/AQ/divisions/planning_analysis/rules/docs/draft/NPR_242_august_252006_MACQD.pdf)) the following estimated reduction of particulate emissions from publicly accessible unpaved roads is as follows:

- Length of unpaved section – 1.0 mile (removed from County inventory with project)
- Average Daily Traffic (ADT) – 650 vehicles per day
- Emission factor, E (lb/VMT)
- $E = ((s/12)*1.467)/1.572 - 0.00047$  lb/VMT where  $s = 11.0$  for non-gravel roads
- $E = 0.85$  lb/VMT
- $PM_{10} = 650$  ADT x 1.0 miles x 365 days/yr x 0.85 lb/VMT = 202,849 lb/yr = 101 tons/yr

The project will also eliminate the need, during creek crossing closures, to use the alternative dirt road around the east side of Lake Roosevelt for essential trips to and from the east side of Tonto Creek.

The removal of vehicular traffic from the creek will also enhance the travel corridors used for wildlife in the area by eliminating vehicle collisions and impairment of riparian habitat. As part of the mitigation measures associated with the continued operations of the Roosevelt Dam, the development of a Resource Development Plan was prepared by the Tonto National Forest that included the establishment of the Tonto Creek Riparian Unit (TCRU) to monitor and manage the recovery of riparian areas along Tonto Creek, directly south of the project location. The proposed Tonto Creek Bridge and the environmental benefits that result will complement and enhance the goals and objectives set forth in the TCRU. The Tonto National Forest has been an active participant in developing this project and concurs with the benefits this project provides in relation to the TCRU.

Additionally, as part of the Environmental Impact Statement prepared in 2002 by the US Fish and Wildlife Service for the raising of the Roosevelt Dam, the Roosevelt Habitat Conservation Plan (RHCP) was developed by the Salt River Project (SRP) to meet the requirements of the permit for the construction and operation of the dam. As SRP is responsible for implementing the RHCP, they have been involved in the development of the Tonto Creek Bridge project to ensure that any proposed activities are consistent with the plan requirements.

#### **E. SAFETY**

The number one goal of the project and the one that garners the most vocal and passionate response from stakeholders and the public in general is safety. Since 2003, there have been five high-flow Tonto Creek crossing closures totaling 344 days—an average of 26 days (~1 month) per year. **This data shows that Tonto Creek is closed to crossing more than 7% of the time.** That does not include the number of days when the crossing is open to vehicles, but unsafe for use by pedestrians and bicyclists.

Since 1995, four fatalities have been directly attributable to individuals operating motor vehicles crossing Tonto Creek during high flow events. A fifth fatality occurred when a motorist, traveling at night along one of the existing at-grade road crossings, inadvertently drove along a dirt road into Roosevelt Lake and drowned while trying to escape from her vehicle.

Access across the creek when it is flowing above flood stage is often provided by local residents driving a privately owned military troop transport vehicle. Although not condoned by the County or other agencies, this option is one of last resort for residents. Drivers attempting to cross the creek when the depths do not appear to be deep are often caught in the currents and sink holes requiring rescue by emergency personnel. School children and elderly individuals regularly cross the creek during unsafe conditions—the current crossings are far from a “safe route to school.”

**Construction of this project will eliminate five principal safety issues:**

1. Motorists attempting to make unsafe vehicular crossings.
2. Pedestrians and bicyclists, including school children, attempting to make unsafe crossings.
3. Inability for fire vehicles and personnel to reach both community and forest fires on the east side of Tonto Creek.
4. Inability for emergency medical vehicles, including airborne in poor weather, to respond to medical emergencies when Tonto Creek is impassible.
5. Inability for law enforcement to reach the scenes of incidents when the Creek is impassible.

As stated previously, there have been five documented motorist fatalities in the past 25-year period. This equates to an average of one fatality every five years or the potential to eliminate 12 fatalities over the 60-year life-cycle of the bridge used in the benefit-cost analysis.

Although historical data are not available regarding pedestrian, bicyclist, and law enforcement incidents involving an impassible Tonto Creek, they have all likely happened and must be prevented from happening in the future. The federal Highway Safety Improvement Program, authorized in 23 US Code, Section 148, states in Paragraph (c)(2)(E)(ii) the need to identify opportunities for preventing the development of such hazardous conditions, which surely exist for these issues.

Data is available and was provided by the Tonto Basin Fire District for fire and emergency medical service incidents. There are on average 20 fire emergencies per year requiring the crossing of Tonto Creek. If the creek cannot be crossed 7% of the time without a bridge, the number of fires per year that cannot be responded to is 1.4. Applied over 60 years, the number of non-responses is 84. The average number of emergency medical service (EMS) calls per year that require crossing Tonto Creek is 82. Again, if the creek cannot be crossed 7% of the time without a bridge, the number of EMS calls that cannot be responded to is approximately six per year. If a conservative assumption is made that 1% of all EMS calls are life-threatening, the number of potential fatalities from non-responses applied over 60 years is four.

The impacts to the general public and first responders can be summarized in the words of Steve Holt, Tonto Basin District Fire Chief, describing the difficulties encountered during EMS responses:

*“Due to slow response we have had several individuals who have had very long and complicated transports. I remember an elderly patient with stroke symptoms a few years ago that we had to put in the County’s deuce-and-a-half in a huge thunderstorm. Transport across Oak Creek that was flooding, down to Indian Point boat launch. Put in a GCSO boat and transported across Lake Roosevelt in this raging storm to Horse Pasture Campground and loaded in our ambulance for his first definitive care and transport by ground to Payson Regional Medical Center. This took about 3 hours to complete and made the Patient’s 2-3 hour window for therapy impossible to achieve...I also remember an incident where we had to put a patient in our old secondary 4X4 ambulance with only one attendant and tow it across the creek with the County’s huge front end loader, which resulted in the destruction of the ambulance due to flooding. It is amazing that we have not had injuries or deaths by first responders in my department and the County’s employees in the heroic efforts by all for these residents. We attempt to keep it safe but sometimes these calls are a huge challenge.”*

*Steve Holt, Tonto Basin District Fire Chief*

## II. Secondary Selection Criteria

### A. INNOVATION

The scope of work from an engineering and construction perspective is relatively straightforward. The County and their design consultant have worked to develop an efficient and cost-effective design that addressed all site constraints while meeting the needs of project stakeholders. The design focused on constructability and low-maintenance design details.

### B. PARTNERSHIP

While Gila County is the applicant for this project, it recognizes that this project has required support and assistance from other agencies and stakeholders to become reality. The County has been actively fostering partnerships with numerous agencies and stakeholders for many years. The project team has worked closely from day one to ensure that all team members, as well as the public at large, have been afforded the opportunity to participate in the development, design, and ultimate construction of this much-needed facility.

A key to the success of this project has been partnering with federal, state, and local agencies to develop a specific project that benefits the region and all of its stakeholders and to identify funding assistance to construct a transportation facility—one that promotes the safety and welfare of all citizens and benefits generations to come through increased multimodal accessibility while improving the region’s environment. Project partner are shown in **Table 2**.

The partnership between Gila County and the Tonto National Forest is strong. The Tonto Basin Ranger District and staff from the Supervisor’s Office have been actively involved in this project from the beginning. Their support is evident in the continued cooperation and collaboration as the project moves forward. A letter of support from the Tonto National Forest is attached.

The Tonto Basin Fire District and Tonto Basin School District continue to provide support, time, and assistance with the project, allowing their facilities to be used for public meetings and gatherings. Since the early 1970s, residents and stakeholders have provided support through public meetings, Town Halls, phone calls, e-mails, work with state-wide leaders, and letters of support. They have willingly endorsed the project site location and have cooperated with field surveys and information gathering necessary to complete the NEPA studies and engineering design.

#### i.) Jurisdictional and Stakeholder Collaboration

As previously stated, this project has been developed with close partnering and collaboration among a host of jurisdictional agencies and stakeholders. The **non-federal** partnerships associated with this project include the following entities:

- Gila County Board of Supervisors
- Gila County Community Development
- Gila County Emergency Management
- Gila County Sheriff’s Department
- ADOT Local Public Agency Section

**TABLE 2: PROJECT TEAM MEMBERS**

<b>Lead Federal Agency</b>
Federal Highway Administration (FHWA)
<b>Sponsoring Agency</b>
Gila County
<b>Cooperating Agencies</b>
U.S. Army Corps of Engineers
Tonto National Forest
<b>Participating Agencies</b>
Arizona Department of Transportation (ADOT)
Central Arizona Governments
<b>Other Project Team Members</b>
Tonto Basin School District
Tonto Basin Fire District
Tonto Basin Residents

- ADOT Environmental Planning Group
- ADOT Bridge Group
- ADOT Globe District
- Central Arizona Governments
- Tonto Basin School District
- Tonto Basin Fire District
- Tonto Basin Residents

Although Gila County is the only non-federal agency providing funding for this project other than staff support, this project has shown that many entities with diverse missions and goals can come together in a collaborative effort that results in substantial benefit for each of the entities.

#### ii.) **Disciplinary Integration**

Gila County and the Tonto National Forest share common goals and desires relating to this project. The Forest has been involved from day one of the project working with the County on the location and design elements of the project that will protect and preserve the historic and cultural assets within the project area. The project enhances the environment for the continued development of the Tonto Creek Riparian Unit.

This project will also bring together and integrate the two halves of the Tonto Basin and associated services. All of the Basin will enjoy year-round fire protection, school, access, emergency medical services, and access to jobs and businesses. The project also supports the principle of the Roosevelt Habitat Conservation Plan.

## F. RESULTS OF BENEFIT-COST ANALYSIS

A benefit-cost analysis (BCA) has been prepared following the requirements of the TIGER Discretionary Grants application guidelines. Gila County would like to note that the following is not an exhaustive, all-encompassing analysis. Data was compiled, referenced, and analyzed using known or applicable monetary costs and benefits.

To the extent possible given the available data, the BCA prepared reflects the economic benefits in all of the five major long-term impacts areas identified in the TIGER Grant application. These include:

- 1. State of Good Repair.** The project will reduce the yearly maintenance costs in addition to the emergency repair and reconstruction costs Gila County currently expends annually to maintain the at-grade dirt roads improved by the project. The 60-year life cycle discounted cost of the project is \$16,289,949—much less than the discounted benefits of \$28,161,759. The costs required for yearly maintenance of the new bridges is off-set by the savings to the County from existing at-grade road crossing maintenance and flood repair.
- 2. Long-Term Economic Competitiveness.** Improved and reliable transportation facilities will eliminate lost work days from the inability to travel to work due to flooding. The year-round all-weather crossing of Tonto Creek will also provide more opportunity to develop the existing large tracts of land into viable and sustainable residential, commercial, and manufacturing facilities. Lost revenue from visitors and recreational users of the land in the region will also be greatly reduced with safe and reliable access.
- 3. Livability.** Access to a safe transportation facility for the area that accommodates vehicles, pedestrians, bicyclists, hikers, and campers, as well as school children adds to the livability of the area. The project also provides enhanced job commuting options. It also provides improved connections between residential and commercial areas, as well as access to emergency services.
- 4. Environmental Sustainability.** Improved air and water quality through the removal of vehicular traffic through Tonto Creek and with the paving of existing dirt roads will be realized. Riparian habitat will re-establish with the removal of the at-grade crossings which supports the Tonto Creek Riparian Unit's goal.

- 5. Safety.** Construction of the bridges will improve safety in a number of ways by providing:
- » A year-round, all-weather crossing for the residents and visitors to the region.
  - » A safe route to school for the students and teachers of Tonto Basin Elementary School.
  - » During emergency situations fire fighters, police, and emergency personal will be able to access the east side of Tonto Creek regardless of the weather conditions.
  - » Access for the Tonto National Forest to fight fires on lands located on the east side of Tonto Creek.
  - » A means to eliminate the loss of life experienced over the last 19 years from individuals attempting to cross the creek when the creek is flowing. Five fatalities since 1993 have been attributed to the at-grade road crossings.

A summary of the BCA prepared is shown in **Table 3** below.

**TABLE 3: BENEFIT-COST RATIO AND NET PRESENT VALUE (\$2014)**

	<b>Present Value @ 3%</b>	<b>Present Value @ 7%</b>
<b>Costs</b>		
60-year Life Cycle Cost of Tonto Creek Bridge	\$18,183,493	\$16,289,949
<b>Benefits</b>		
Emergency Response Expenses	\$55,497,912	\$28,152,823
Annual at-grade Maint. Expenses		
Fatalities avoided (VSL)		
<b>Benefit/Cost Ratio:</b>	<b>3.05</b>	<b>1.73</b>

The BCA has not taken into account any added monetary benefits from the project relating to reduced travel time, the tabulation of lost wages from the inability to reach places of work for residents on the east side of Tonto Creek, the increase in property values from more development, or the revenue loss for the Tonto National Forest and local businesses from reduced tourism and recreational use in the area during flooding events. The BCA also does not include additional livability benefits from bicycle or pedestrian access across the creek by use of the bridge. A narrative outlining the approach taken for this BCA has been provided as an attachment and is also located on the Tonto Creek Bridge project team website ([www.tontocreekbridge.com](http://www.tontocreekbridge.com)).

## G. PROJECT READINESS AND NEPA

Gila County has been planning this project since 2009 when the design concept report and environmental studies were started. As shown in **Table 4** on the following page, the County’s private consultant has completed and received approvals on the design concept report and environmental assessment including a FONSI. Design engineering is complete (100%). Right-of-way acquisition will be completed in June of 2015 (last parcel of land in escrow). The remaining item involves obtaining the 404 permit.

TABLE 4: AGENCY APPROVALS AND PERMITS

Agency	Type of Application/Permit	Status
Federal Highway Administration	Environmental Assessment Approval	Completed
	EIS Need Decision/FONSI	Completed
U.S. Army Corps of Engineers	Section 404 Permit	Submittal Pending Construction Funding
U.S. Fish & Wildlife Service	Biological Opinion	Completed
U.S. Forest Service (Tonto Forest)	Consultation	Completed
Arizona Department of Transportation	Environmental Assessment Approval	Completed
	EIS Need Decision/FONSI	Completed
	Class III Cultural Resource Determinations	Completed
	Biological Evaluation (T&E Species)	Completed
	Design Concept Report Approval	Completed
Arizona Department of Environmental Quality	National Pollutant Discharge Elimination System	To be requested
Gila County Flood Control District	Encroachment Permit for Construction	To be requested

## I. Technical Feasibility

Design is complete. The 100% plans, specifications, and estimates package is complete and will be submitted to ADOT for final review in June 2015 following final right-of-way acquisition.

## II. Financial Feasibility

The County has committed the portion of the funds listed in Section D. The requested TIGER Discretionary Grants funds are for the balance of the construction costs for the project.

Gila County has administered numerous Federal and State Grants from various authorities such as: Automated Flood Warning System U.S. Department of Commerce National Oceanic and Atmospheric, Federal Geographic Data National Spatial Data Metadata Implementation, Homeland Security Grants, USDA Forest Service, Arizona Department of Commerce, Arizona Department of Environmental Quality, Arizona State Parks Heritage Fund, Governor's Office of Highway Safety, and Local Transportation Assistance Funds (LTAF) to mention a few. All grant reports have been completed and the grants have been closed in a timely basis; there have been no insufficient audits.

The Arizona Department of Transportation will administer the construction of the project in cooperation with Gila County.

### III. Project Schedule

The schedule graphic (**Table 5** below) outlines the remaining design stage submittals and permits required to have bid documents by September 2015. The schedule provides for construction bid advertisement by April 2016 with award of the construction contract in July 2016, more than one year before the requirement for obligating funds by September 2017.

TABLE 5: PROJECT SCHEDULE

STAGE	DATE
<b>Design</b>	
30% design – <b>complete</b>	September 15, 2011
60% design – <b>complete</b>	November 7, 2011
95% design – <b>complete</b>	March 19, 2012
Right-of-Way Acquisition – <b>complete</b>	May 2015
100% design – <b>complete</b>	June 2015
Final PS&E	September 2015
404 Permit Issued	February 2016
<b>Contracting<sup>1</sup></b>	
Advertise	April 2016
Open Bids	June 2016
Award	July 2016
<b>Construction<sup>1</sup></b>	
Preconstruction Conference	August 2016
Begin Construction <sup>1</sup>	September 2016

<sup>1</sup> Advertisement and Construction Schedule is contingent upon funding availability.

### IV. Required Approvals

#### A. ENVIRONMENTAL PERMITS AND REVIEWS

NEPA Environmental approval for the project has been completed. A Finding of No Significant Impact was signed by FHWA in August 2011. This and other support documents can be found on the Tonto Creek Bridge project website at: [www.tontocreekbridge.com](http://www.tontocreekbridge.com).

Additionally, once construction funding is secured, the 404 permit and utility clearances will be submitted and finalized.

#### B. LEGISLATIVE APPROVALS

No legislative action is required for the project. Local officials wholeheartedly support and endorse this project. A letter of support from Arizona's 4th District Representative Paul Gosar is included with this application.

#### C. STATE AND LOCAL PLANNING

All elements of the Tonto Creek Bridge project are discussed and listed in the 2014 Gila County Transportation Study and as part of the Gila County Comprehensive Plan. The project is also listed in CAG's TIP as well as ADOT'S STIP. A letter of support from CAG is included with this application.

## **V. Assessment of Project Risks and Mitigation Strategies**

The risks assessment for this project is very low. The County will have acquired all property for right-of-way by the time of this submittal. Engineering design is complete and has been developed following ADOT guidelines. The one unknown at this time is the timing on the issuance of the 404 permit. Coordination for this permit has been ongoing with the US Army Corps of Engineers. At the Corps' request, the County is waiting to submit the Nationwide permit application until construction funding has been identified/secured. The risk to the project would be anticipated February 2016 issuance of the permit. Depending on the Corps' workload and review time, permit issuance could slip a few months to possibly April/May 2016.

## **FEDERAL WAGE RATE CERTIFICATION**

A signed Federal Wage Rate Certification form is included as an attachment.

## **SUPPLEMENTARY DOCUMENTS AVAILABLE ON PROJECT WEBSITE**

[www.tontocreekbridge.com](http://www.tontocreekbridge.com)

- Narrative
- Benefit-Cost Analysis
- Final Environmental Assessment
- Stage V (100%) Construction Documents
- Construction Cost Estimate
- Letters of Support

- Administration
- Auto/Equipment Maintenance
- Consolidated Roads
- Engineering Services
- Facilities and Land Management
- Fleet/Fuel Management
- Floodplain Management
- GIS & Survey Services
- Recycling & Landfill Management
- Survey



1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 425-3231 Ext. 8502  
Fax (928) 425-8104

## **GILA COUNTY PUBLIC WORKS DIVISION**

### **FEDERAL WAGE RATE CERTIFICATION**

I, Steve Sanders, on behalf of Gila County Arizona, the sponsoring agency for the Tonto Creek Bridge project, hereby certify that Gila County will comply with the requirements of subchapter IV of chapter 31 of title 40, United States Code (Federal wage rate requirements), as required by the FY 2014 Continuing Appropriations Act), if awarded TIGER funding for this project.

I further certify that the specific information required by TIGER FY 2015 NOFA for the Tonto Creek Bridge Project, totaling \$17,860,843, of which \$15,846,000 of TIGER funds are being requested, is provided on the project website, available to the public at [www.tontocreekbridge.com](http://www.tontocreekbridge.com).

I understand that my local agency may not receive TIGER funding unless this certification is made and posted.

A handwritten signature in blue ink, appearing to read 'Steve Sanders', is written over a light blue rectangular background.

Steve Sanders  
Deputy Director  
Gila County Public Works Division  
Gila County, Arizona  
Signed this 29th day of May, 2015

**ARF-3157**

**Regular Agenda Item 2. E.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board, Clerk of the Board of Supervisors

Department: County Manager

---

Information

Request/Subject

Adoption of Resolution No. 15-05-05 establishing revised procedures for the sale of land held by the State under tax deed and repealing Resolution No. 03-06-07.

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established procedures for the sale of State-owned land that is situated in Gila County and is sold by the Board of Supervisors. These procedures were adopted in accordance with Arizona Revised Statutes (A.R.S.) Sections 42-18301 through 42-18304. In recent years, these statutes changed; therefore, the resolution needs to be revised so it mirrors the statutory guidelines for the sale of land held by the State under tax deed.

On April 28, 2015, the Board of Supervisors reviewed and discussed the new resolution and its associated procedures. County Manager Don McDaniel suggested that the word "guidelines" referenced in the resolution be changed to "procedures" in order to be in line with all of the other Board-adopted procedures. The Board agreed with Mr. McDaniel's recommendation and the changes have been made to the resolution.

Evaluation

The Board of Supervisors needs to repeal Resolution No. 03-06-07 and adopt Resolution No. 15-05-05, which provides revised procedures for the Board of Supervisors to sell land held by the State under tax deed.

Conclusion

By adopting a new resolution that incorporates all of the statutory guidelines for selling land held by the State under tax deed with its accompanying procedures, it will provide members of the public with a clear understanding of Gila County's process to sell these State-owned properties. After the Board of Supervisors adopts Resolution No. 15-05-05, it will be posted on the County's website along with the newly adopted related procedures.

### Recommendation

It is recommended that the Board of Supervisors repeal Resolution No. 03-06-07 regarding the sale of State-owned land, and adopt Resolution No. 15-05-05 which establishes revised procedures for the sale of State-owned land.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-05-05, which establishes revised procedures for the sale of land held by the State under tax deed and repeals Resolution No. 03-06-07. **(Don McDaniel)**

---

### Attachments

Resolution No. 15-05-05

Procedures for the Sale of Land by the State under Tax Deed

Form #1

Form #2

Form #3

Form #4

---



**RESOLUTION NO. 15-05-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA, ARIZONA, ESTABLISHING PROCEDURES FOR THE SALE OF LAND HELD BY THE STATE UNDER TAX DEED AND REPEALING RESOLUTION NO. 03-06-07.**

**WHEREAS**, Arizona Revised Statutes §§ 42-18301 through 18304 outline the requirements for the sale of land that is held by the state under tax deed; and,

**WHEREAS**, in accordance with statutory requirements, on or before the first Monday in November of each year, the Gila County Clerk of the Board of Supervisors (Clerk) on behalf of the Gila County Board of Supervisors prepares a list of the real property in Gila County that is held by the state under tax deed; and,

**WHEREAS**, the Clerk advertises the real property for sale at a public sale for a length of time as prescribed by statute, and the list of real property and notice of sale is posted on the County website; and,

**WHEREAS**, after advertisement, the Board of Supervisors conducts the public sale by live auction, typically in December of each year; and,

**WHEREAS**, the Board of Supervisors may sell the real property in the County held by the state by tax deed to the highest bidder for cash except as provided in subsections (E) and (F) of Arizona Revised Statute §42-18303; and,

**WHEREAS**, all properties held by the Board of Supervisors for sale, as agent for the State of Arizona, may be sold for no less than 100% of the back taxes plus Treasurer's and Clerk's fees, which is included in the "total lien amount;" and,

**WHEREAS**, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price; and,

**WHEREAS**, real property that is owned by the state under tax deed is sold "as-is" without any warranties or guarantees as to property conditions such as usability, marketability, investment value, condition of title, boundaries, claims or liens, etc.; and,

**WHEREAS**, all sales of real property that is owned by the state under tax deed are final and no refunds will be given; and,

**WHEREAS**, a process has been established by the Board of Supervisors to sell real property in the County that is held by the state under tax deed, which is available in the Clerk's office and posted on the Gila County website; and,

**WHEREAS**, the Board of Supervisors authorizes the Clerk to sell any real property in the County that is held by the state under tax deed for the total lien amount with the understanding that all such sales are deemed approved by the Board;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Gila County, Arizona, hereby establishes procedures for the sale of land that is owned by the state under tax deed and repeals Resolution No. 03-06-07.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of May 2015, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard  
Clerk of the Board

\_\_\_\_\_  
Michael A. Pastor  
Chairman

Approved as to form:

\_\_\_\_\_  
Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief

**GILA COUNTY BOARD OF SUPERVISORS  
PROCEDURES  
FOR THE SALE OF LAND THAT IS HELD BY THE STATE  
UNDER TAX DEED  
(5/5/15)**

**BEFORE THE ANNUAL PROPERTY TAX SALE/AUCTION –**

Public Notice/Advertisement:

The Clerk of the Board (Clerk) prepares a public notice of the Board of Supervisors' annual property tax sale/auction on or before the first Monday in November of each year. The public notice contains a list of properties that the County Treasurer deeded to the State of Arizona c/o Gila County Board of Supervisors for the current year. The list contains the Assessor's parcel number; name of previous owner, if known; legal description; and lien amount.

The public notice is advertised in the official newspaper of Gila County at least once a week for at least two weeks, but not more than three weeks before the date of the sale per statutory requirement. The newspaper that prints the public notice must also post the public notice on the Internet on a website that posts the legal notices of ten or more Arizona newspapers. The public notice is posted in the glass case on the outside front entrance of the Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona, and it is posted in the glass case on the outside of the County Complex located at 610 E. Highway 260, Payson, Arizona. The public notice is simultaneously posted on the Gila County website at [www.gilacountyaz.gov](http://www.gilacountyaz.gov) under the Board of Supervisors Office and it is called "Public Notice - Board of Supervisors' Annual Property Tax Sale/Auction of Land Held by the State under Tax Deed."

**Prospective purchasers are advised that: 1) BIDS WILL BE ACCEPTED FOR NO LESS THAN THE TOTAL LIEN AMOUNT; 2) ALL SALES ARE FINAL; 3) THE TITLE CONVEYED BY TREASURER'S DEED MAY OR MAY NOT BE MARKETABLE; 4) EXAMINE PROPERTY BEFORE BIDDING; 5) CHECK THE ASSESSOR'S MAP FOR THE LOCATION OF THE PARCEL; 6) SEEK ADVICE ON MARKETABILITY OF TITLE CONVEYED BY A TREASURER'S DEED; 7) NO WARRANTIES OR GUARANTEES AS TO THE SIZE OR CONDITION OF PROPERTY IS GIVEN; AND, 8) NO REFUNDS WILL BE MADE.**

**DAY OF THE ANNUAL PROPERTY TAX SALE/AUCTION –**

Bid Registration:

1. Bid registration will take place from 9:00 a.m. to 10:00 a.m. in the hallway of the Globe Courthouse and in the front entrance of the Payson County Complex.
2. Bidder or bidder's agent must fill out a Bidder Registration Form (Form #1) and obtain a bid number prior to the beginning of the auction.
3. The bidder or bidder's agent must be present at the auction in order to bid. Mail-in bids will not be accepted.
4. The auction will take place during a regular meeting of the Board of Supervisors. The meeting begins at 10:00 a.m.; however, there is no guarantee the property tax sale/auction will be the first agenda item.

5. Each property will be auctioned separately.
6. The Chairman will announce the parcel number and minimum acceptable bid for each parcel, which is the total lien amount, and ask for any bids.
7. Once the bidding stops, the Chairman will ask one more time for any higher bids. If no other bids are offered, the Chairman will announce the last bid offered and then ask the Board for a motion to accept that bid. Once the Board votes to accept the bid, the Chairman will proceed to the next parcel until all parcels have been announced and offered for sale.
8. Successful bidders shall be required to submit payment to the Clerk or Deputy Clerk **by no later 5:00 p.m. on the day after the sale**. The successful bidder will be required to fill out a Bid Information Form (Form #2) at the time the payment is made. Payment for the property must be made by cash, cashier's check or money order payable to the Gila County Treasurer. A separate \$10 fee is also required to record to quit claim deed, which can be paid in cash or by personal check.
9. The Clerk or Deputy Clerk will issue a receipt. Note - This is the only proof of purchase prior to receiving the original, recorded quit claim deed.
10. After the payment has been deposited with the Treasurer, the quit claim will be recorded and later mailed to the successful bidder.

#### **AFTER THE PROPERTY TAX SALE/AUCTION -**

##### Properties Not Sold at the Property Tax Sale/Auction:

Properties that were not sold at the Property Tax Sale/Auction will be added to a list of available properties for sale entitled "State Tax-Deeded Properties for Sale" and will be offered on a year-round basis. The list is located on the Gila County website under the Clerk of the Board's Department. The Board of Supervisors has authorized the Clerk to sell these properties over the counter for the total lien amount per Gila County Resolution No. 15-05-05. The following procedures apply:

- Submitting a Bid for the Total Lien Amount Owed on the Subject Property -
  1. Submit a completed Bid Information Form (Form #2) to the Clerk or Deputy Clerk. Payment of the total lien amount for the property is due immediately in the form of cash, cashier's check or money order made payable to the Gila County Treasurer. A separate \$10 fee is required to record the quit claim deed, which can be paid in cash or by personal check.
  2. The Clerk or Deputy Clerk will issue a receipt. Note - This is the only proof of purchase prior to receiving the original, recorded quit claim deed.
  3. The Clerk will submit a Consent Agenda item on an upcoming meeting agenda of the Board of Supervisors to acknowledge the sale of property by the Clerk and to request the Chairman's signature on the quit claim deed.
  4. After the Board meeting, the quit claim deed will be recorded and mailed to the purchaser within 3-4 weeks.
- Submitting a Bid for *Less* than the Total Lien Amount Owed on the Subject Property -
  1. Gila County Resolution No. 15-05-05 states, "Whereas, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

2. The Board of Supervisors may consider selling a property for less than the total lien amount in certain circumstances; one of which is that consideration will be given to an owner of land which adjoins the subject property.
3. An adjoining land owner may submit a bid for less than the total lien amount if proof of adjoining ownership is provided (example -Treasurer's tax bill) at the time the Bid Information Form (Form #3) is submitted to the Clerk or Deputy Clerk. In that event, the bidder will also be required to complete and submit a Sealed Bid Form (Form #4).
4. The Clerk will present the information at an upcoming regular meeting of the Board of Supervisors at which time the sealed envelope containing the Sealed Bid Form will be opened and read aloud for the Board to accept or not accept the bid.
5. If the bid is accepted, the purchaser shall be required to submit payment to the Clerk or Deputy Clerk **by no later 5:00 p.m. on the day after the sale**. Payment for the property must be made by cash, cashier's check or money payable to the Gila County Treasurer. A separate \$10 fee is also required to record to quit claim deed.
6. After the payment has been deposited with the Treasurer, the quit claim will be recorded and later sent to the successful bidder.

GILA COUNTY BOARD OF SUPERVISORS  
SALE/AUCTION OF PROPERTIES HELD BY THE STATE UNDER TAX DEED  
(DATE)

**BIDDER REGISTRATION FORM**

**BIDDER #** \_\_\_\_\_

**PLEASE PRINT INFORMATION**

BIDDER'S NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S PHONE NUMBER: \_\_\_\_\_

\*\*\*\*\*

INFORMATION FOR QUIT CLAIM DEED:

\_\_\_\_ Please check here if you wish to take title as "Joint Tenants with Right of Survivorship"  
(i.e., John Doe and Mary Doe, as Joint Tenants with Right of Survivorship).

Name(s) to appear on deed:

\_\_\_\_\_

Deed will be mailed to this address: \_\_\_\_\_

\_\_\_\_\_

Deed holder's phone number: \_\_\_\_\_

\*\*\*\*\*

Acknowledgment

I, \_\_\_\_\_, acknowledge that if I am the successful  
bidder, payment is due to the Clerk of the Board by no later than  
5:00 p.m. on Wednesday, (date).

GILA COUNTY BOARD OF SUPERVISORS

**BIDDER INFORMATION FORM**

PURCHASE OF PROPERTY HELD BY THE STATE UNDER TAX DEED AT BOS AUCTION  
OR AFTER AUCTION FOR TOTAL LIEN AMOUNT

**PLEASE PRINT INFORMATION**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

INFORMATION FOR QUIT CLAIM DEED:

\_\_\_\_ Please check here if you wish to take title as "Joint Tenants with Right of Survivorship" (i.e., John Doe and Mary Doe, as Joint Tenants with Right of Survivorship).

NAME (S) TO APPEAR ON QUIT CLAIM DEED:

\_\_\_\_\_

\*\*\*\*\*

To be filled out by Clerk or Deputy Clerk:

Year Parcel Deeded to the State: \_\_\_\_\_ Total Lien Amount: \_\_\_\_\_

Amount Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Method of Payment: Cash \_\_\_\_\_ Cashier's Check \_\_\_\_\_ Money Order \_\_\_\_\_

Recorder's \$10 Fee: Cash \_\_\_\_\_ Personal Check \_\_\_\_\_

Date BOS Authorized Chairman's Signature on Quit Claim Deed: \_\_\_\_\_

Date Quit Claim Deed Delivered to the Recorder with \$10 fee: \_\_\_\_\_

Date Quit Claim Deed Mailed to Property Owner: \_\_\_\_\_

GILA COUNTY BOARD OF SUPERVISORS

**BIDDER INFORMATION FORM**

REQUEST TO PURCHASE PROPERTY HELD BY THE STATE UNDER TAX DEED  
FOR **LESS** THAN THE TOTAL LIEN AMOUNT

**PLEASE PRINT INFORMATION**

BID FOR TAX PARCEL NO. \_\_\_\_\_

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TAX PARCEL NUMBER AND ADDRESS OF LAND WHICH ADJOINS TAX-DEEDED PROPERTY:

\_\_\_\_\_

NAME OF OWNER OF LAND WHICH ADJOINS TAX-DEEDED PROPERTY:

\_\_\_\_\_

***BIDDER MUST FILL OUT SEALED BID FORM AND ENCLOSE IT IN A SEALED ENVELOPE***

INFORMATION FOR QUIT CLAIM DEED:

\_\_\_ Please check here if you wish to take title as "Joint Tenants with Right of Survivorship"  
(i.e., John Doe and Mary Doe, as Joint Tenants with Right of Survivorship).

NAME (S) TO APPEAR ON QUIT CLAIM DEED:

\_\_\_\_\_

\*\*\*\*\*

To be filled out by Clerk or Deputy Clerk:

Year Deeded to the State: \_\_\_\_\_ Total Lien Amount: \_\_\_\_\_

BOS Meeting Date:

**BOS Action: Approved: \_\_\_\_\_ Sold for \$ \_\_\_\_\_**

**Not Approved: \_\_\_\_\_**

Amount Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Method of Payment: Cash \_\_\_ Cashier's Check \_\_\_ Money Order \_\_\_

Recorder's \$10 Fee: Cash \_\_\_ Personal Check \_\_\_

Quit Claim Deed to Recorder: \_\_\_\_\_

GILA COUNTY BOARD OF SUPERVISORS

**SEALED BID FORM**

REQUEST TO PURCHASE PROPERTY HELD BY THE STATE UNDER TAX DEED  
FOR **LESS** THAN THE TOTAL LIEN AMOUNT

**PLEASE PRINT INFORMATION**

PROOF OF ADJOINING PROPERTY OWNERSHIP PROVIDED:

BID FOR TAX PARCEL NO. \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

BID AMOUNT: \_\_\_\_\_

**Regular Meeting**

<u>Meeting Date:</u>	05/26/2015		
<u>Submitted For:</u>	Nancy Rutherford, Health Programs Manager		
<u>Submitted By:</u>	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Prevention Services
<u>Fiscal Year:</u>	2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	01/01/2015 through 12/31/2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010923) with Arizona Department of Health Services.

Background Information

The Gila County Health Department has been providing the Community Health Grant since 2011. The objectives of the Intergovernmental Agreement are to improve the health of women prior to pregnancy and to reduce the rate of injuries, both intentional and unintentional. The agreement will address a variety of strategies designed to impact health at the community, organizational, individual, and policy levels in order to promote a holistic approach to improving the health of individuals, their families, and their communities.

The original contract number HG161095 was signed by the Board of Supervisors (BOS) on February 1, 2011, to cover the period of January 1, 2011 to December 31, 2015.

Amendment No.1 changed the contract number to ADHS12-010923 and was signed by the BOS on December 6, 2011.

Amendment No. 2 was signed by the BOS on March 6, 2012. There had been no additional amendments since 2012.

Amendment No. 3 has line item changes for personnel and ERE due to class and comp study with a decrease in other line items and amendment will extend the contract through December 31, 2015.

Evaluation

This funding will allow Gila County to continue to provide injury prevention services and preconception health services for Gila County residents.

Conclusion

Without the funding, Gila County would be unable to provide injury prevention and preconception health services to Gila County residents.

Recommendation

The Health & Emergency Services Division Director recommends that the Board of Supervisors approve Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between Gila County and the Arizona Department of Health Services to continue to provide the Community Health Grant services. This Amendment revises the Terms and Conditions section of the Intergovernmental Agreement through December 31, 2015.

Suggested Motion

Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services to continue to provide Community Health Grant Program services for the period January 1, 2015, through December 31, 2015.

Attachments

Amendment No. 3

Amendment No. 2

Amendment No. 1

Original Contract

Legal Explanation

---



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
 1740 W. Adams, Room 303  
 Phoenix, Arizona 85007  
 (602) 542-1040  
 (602) 542-1741 Fax

Contract No: ADHS12-010923

Amendment No. 3

Procurement Specialist  
 Sue-Anne Tan

**Community Health Grant**

**Effective January 1, 2015, it is mutually agreed that the IGA referenced is amended as follows:**

1. The Price Sheet of Amendment Two (2) is replaced with the revised Price Sheet of this Amendment Three (3). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Three (3). The IGA budget total remains the same at **\$75,000.00** based on the following line item changes:
  - 1.1 Personnel increased by \$900.22 for a total of **\$40,642.38** due to Gila County conducted a classification/compensation study which identified staff will receive pay increases;
  - 1.2 ERE increased by \$4,275.61 for a total of **\$16,256.95** due to Increase in retirement/health insurance;

**All other provisions of this agreement remain unchanged.**

Gila County Health Department

**Contractor Name**

1400 East Ash

**Address**

Globe AZ 85501  
 City State Zip

**CONTRACTOR SIGNATURE**

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

**Contractor Authorized Signature**

**Date**

Michael A. Pastor

**Printed Name**

Chairman, Board of Supervisors

**Title**

**CONTRACTOR ATTORNEY SIGNATURE**

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Signature** **Date**

Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

**Printed Name**

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

**State of Arizona**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2015

**Procurement Officer**

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

**Signature** **Date**

Assistant Attorney General

**Printed Name:**

**RESERVED FOR USE BY THE SECRETARY OF STATE**

**Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010923	Amendment No. 3	Procurement Specialist Sue-Anne Tan

- 1.3 Professional & Outside Services decreased by \$249.00 for a total amount of **\$1.00** since the amount of budget for this line item was never used;
  - 1.4 Travel Expenses decreased by \$786.40 for a total amount of **\$3,517.60** due to Travel Expenses were not used; and
  - 1.5 Operating Expenses decreased by \$4,140.43 for a total amount of **\$7,762.89** to adjust for salary increases.
- 2. Pursuant to Terms and Conditions, Provision Seven (7), Risk and Liability, Section 7.3 Indemnification – Patent and Copyright, is hereby deleted in its entirety.
  - 3. Pursuant to Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) is revised to read as follows:

**18. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010923	Amendment No. 3	Procurement Specialist Sue-Anne Tan

**Gila County Division of Health and Emergency Services**  
As of January 1, 2015

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$40,642.38
ERE	\$16,256.95
Professional & Outside Services	\$1.00
Travel Expense	\$3,517.60
Out of State Travel	\$1.00
Other Operating Expense	\$7,762.89
Other	\$0.00
Indirect (if authorized)	\$6,818.18
<b>TOTAL</b>	<b>\$75,000.00</b>

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract Amendment.



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: ADHS12-010923

Amendment No. 2

Procurement Specialist  
Tracy Chisler

**Community Health Grant**

**It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:**

1. Effective January 1, 2012, Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), **Contract Changes**, Item 6.1, Amendments, Purchase Orders and Change Orders, delete in its entirety, the Price Sheet, Page Eighteen (18) of the original Agreement, and replace it with the revised Price Sheet, Page Three (3), Amendment Two (2). The revised Price Sheet Total remains the same at **\$75,000.00** and will be updated in the ProcureAZ Items Tab upon execution of this Amendment Two (2) to reflect the following line item changes:
  - a. Personnel: Budget increased \$9,068.80 to reflect the total amount of **\$39,742.16** since the Program Manager will need to have 20% of annual salary.
  - b. ERE: Budget increased \$3,125.86 to reflect the total amount of **\$11,981.34** since the Program Manager will need to have 20% of annual salary and ERE.

**All other provisions of this agreement remain unchanged.**

Gila County Health Department  
Contractor Name

1400 East Ash  
Address

Globe AZ 85501  
City State Zip

**CONTRACTOR SIGNATURE**

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

*Tommie C. Martin* 3/6/12  
Contractor Authorized Signature Date

Tommie C. Martin

Printed Name

Chairman of Board of Supervisors

Title

**CONTRACTOR ATTORNEY SIGNATURE**

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

*Bryan Chambers* 3/6/12  
Signature Date

Bryan Chambers, Chief Deputy  
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 15<sup>th</sup> day of March 2012  
cc 2012

*Christine Ruth*  
Procurement Officer

**RESERVED FOR USE BY THE SECRETARY OF STATE**

**Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

*Debra G. Sterling* 3/14/12  
Signature Date

Assistant Attorney General

Printed Name: Debra G. Sterling



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: ADHS12-010923

Amendment No. 2

**Procurement Specialist  
Tracy Chisler**

- c. **Professional & Outside Services:** Budget decreased \$750.00 to reflect the total amount of **\$250.00** since the full amount of budget for this line item was not used last year.
- d. **Travel Expenses:** Budget reduced \$651.00 to reflect the total amount of **\$4,304.00** since last year's in town travel estimate was too high.
- e. **Out of State Travel:** Budget increased \$1.00 to reflect the total amount of **\$1.00** in case an opportunity for the IP or Preconception Health Conference becomes an option.
- f. **Operating Expenses:** Budget decreased \$10,794.66 to reflect the total amount of **\$11,903.32** since estimate and advertising were higher in the first year than ongoing years.
- g. **Indirect Expenses:** Budget remains the same at **\$6,818.18**.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-010923	Amendment No. 2	Procurement Specialist Tracy Chisler

**Gila County Division of Health and Emergency Services**

**Cost Reimbursement Line Item Budget**

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$39,742.16
ERE	\$11,981.34
Professional & Outside Services	\$250.00
Travel Expense	\$4,304.00
Out of State Travel	\$1.00
Operating Expenses	\$11,903.32
Other	
Indirect (if authorized)	\$6,818.18
<b>TOTAL</b>	<b>\$75,000.00</b>

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract amendment.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: HG161095

Amendment No. 1

Procurement Specialist
Tracy Chisler/kh

Community Health Grant

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Pursuant to page Six (6), Terms and Conditions, Provision Six (6), Contract Changes, Item 6.1, Amendments, Purchase Orders and Change Orders, Contract HG161095 is hereby changed to ADHS12-010923.
2. Add the following to Terms and Conditions, Page Five (5), Provision Four (4), Contract Administration and Operation:
4.11 Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract.

All other provisions of this agreement remain unchanged.

Gila County Health Department

Contractor Name

1400 East Ash

Address

Globe AZ 85501
City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Date

Tommie C. Martin

Printed Name

Chairman of the Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Bryan Chambers, Chief Deputy

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this 6th day of January 2012

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Assistant Attorney General

Printed Name: Ronald E. Johnson Debra G. Sterling



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: HG161095

Amendment No. 1

Procurement Specialist  
Tracy Chisler/kh

4.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.13 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4.14 Offshore. Any services that are described in the Specifications or Scope of Work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3. Delete in its entirety, Terms and Conditions, Page Eleven (11), Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) and replace it with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Delete in its entirety, Terms and Conditions, Page Eleven (11), Provisions Nineteen (19) and Twenty (20).



# INTERGOVERNMENTAL AGREEMENT (IGA)

**Contract No. HG161095**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 West Adams, Room 303  
Phoenix, Arizona 85007  
**(602) 542-1040**  
**(602) 542-1741 FAX**

**Project Title:** Community Health Grant

**Begin Date:** January 1, 2011

**Geographic Service Area:** Gila County

**Termination Date:** December 31, 2015

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Gila County Health Department Address: 1400 East Ash Globe, Arizona 85501	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: <u>Paula Horn</u> Phone: <u>928-402-8813</u> FAX No: <u>928-425-0794</u> Email: <u>phorn@co.gila.az.us</u>
<p style="text-align: center;"><b>CONTRACTOR SIGNATURE:</b></p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.	<p><b>This Contract shall henceforth be referred to as Contract No. <u>HG161095</u></b></p> <p>The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p><b>State of Arizona</b></p> <p>Signed this _____ day of _____, 2011</p> <p>_____  <b>Procurement Officer</b></p>
<p style="text-align: center;"><b>CONTRACTOR ATTORNEY SIGNATURE:</b></p> Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.	<p style="text-align: center;"><b>RESERVED FOR USE BY THE SECRETARY OF STATE</b></p> <p style="text-align: center;"><b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b></p>
Signature of Person Authorized to Sign _____ Date _____ Michael A. Pastor, Chairman of the Board of Supervisors Print Name and Title	
Signature of Person Authorized to Sign _____ Date _____ Bryan B. Chambers Print Name and Title	
<p><b>Attorney General Contract, No. PIGA2011000344</b>, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p><b>The Attorney General, BY:</b></p>	
Signature _____ Date _____ Assistant Attorney General: Ronald E. Johnson	

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
  - 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
  - 1.2 “ADHS” means Arizona Department of Health Services.
  - 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
  - 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
  - 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
  - 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
  - 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
  - 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
  - 1.9 “Days” means calendar days unless otherwise specified.
  - 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
  - 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
  - 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
  - 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
  - 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
  - 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

**2. Contract Type.**

This Contract shall be: (check one)

- Fixed Price
- X Cost Reimbursement
- Not to Exceed

**3. Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 3.3.1 Terms and Conditions;
- 3.3.2 Statement or Scope of Work;
- 3.3.3 Attachments;
- 3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

**4. Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 09-09, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 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 by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 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 an ADHS Procurement Officer.
- 4.10 Property of the State.
- 4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

4.10.2 *Title and Rights to Materials.* As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, “Material” means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. “Material” as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor’s involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor’s right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor’s own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, “monetary compensation” does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

**5. Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The 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 require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1 Accept a decrease in price offered by the Contractor;
- 5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3 Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4 Cancel the Contract.

**6. Contract Changes**

6.1 Amendments, Purchase Orders and Change Orders. 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 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 all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**7. Risk and Liability**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* 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.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

- 8.2.1 Of a quality to pass without objection in the Contract description;
- 8.2.2 Fit for the intended purposes for which the Materials are used;
- 8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5 Survival of Rights and Obligations After Contract Expiration and Termination.
  - 8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**9. State's Contractual Remedies**

- 9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2 Stop Work Order.
  - 9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period 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.
  - 9.2.2 *Cancellation or Expiration.* 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.
- 9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

Commercial Code and Arizona common law.

- 9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

**10. Contract Termination**

- 10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

- 10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

- 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

- 10.6 **Termination for Default.** The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7 **Continuation of Performance Through Termination.** Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8 **Disposition of Property.** Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.
- 11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.
- 12. **Communication**
  - 12.1 **Program Report.** When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
  - 12.2 **Information and Coordination.** The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.
- 13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
- 14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
- 15. **Fingerprint and Certification Requirements/Juvenile Services.**
  - 15.1 **Paid and Unpaid Personnel.** The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
  - 15.2 **Costs.** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
- 16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
HG161095	

Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

19. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

19.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

20. **A.R.S. 35-393 and A.R.S. 35-391** In accordance with A.R.S. 35-393 and A.R.S. 35-391, the Contractor shall not have scrutinized business operations in Iran or Sudan.

21. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

## SCOPE OF WORK

### 1. BACKGROUND

The Arizona Department of Health Services (ADHS), Bureau of Women’s and Children’s Health (BWCH), mission is to strengthen the family and the community by promoting and improving the health and safety of women, infants, and children. This is accomplished through the provision of community-based services and the facilitation of systems development. BWCH manages and distributes funding that provides services to reduce the mortality and morbidity among women and children, increase access to health care, and reduce health disparities. For more information on the specific programs, go to [www.azdhs.gov/phs/owch/](http://www.azdhs.gov/phs/owch/).

BWCH administers the Title V Maternal and Child Health (MCH) Block Grant. Title V of the Social Security Act of 1935 is a federal program that focuses on improving the health of all mothers and children. Each year states apply for the block grant in an application that includes a report on past performance, plan for meeting needs, and a description of how the funds will be used.

***Every five (5) years, State Title V MCH agencies are required to conduct a comprehensive needs assessment to identify state MCH needs and prioritize them for strategic planning. While needs assessment is always part of an ongoing planning cycle, the five-year needs assessment is an opportunity to formally examine trends and issues, review progress, and set priorities for the next five (5) years. Although statewide needs have been identified based on data, public input, and a comprehensive needs assessment, the Women’s and Children’s Community Health Intergovernmental Agreements (Agreement) allow Counties to prioritize efforts based on the severity of these issues within their own County. By zeroing in on the most critical issues impacting women’s and children’s health in a particular County and, in turn, the State, ADHS BWCH has the best chance of making an impact and long term change.***

The Women’s and Children’s Community Health Agreements will fund collaborative efforts at the County level that can result in improvements to specific women’s and children’s health outcomes. The County level efforts shall emphasize partnership building with those entities that can most effectively contribute to improving the health outcomes listed below. The chosen statewide priorities were derived from Arizona’s 2010 comprehensive needs assessment. The Maternal, Infant, and Early Childhood Home Visiting Program Needs Assessment was also utilized to identify communities at greater risk of poor health outcomes.

### 2. OBJECTIVE

2.1 Implement multi-faceted strategies at the community level that work to:

2.1.1 Improve the health of women prior to pregnancy; and

2.1.2 Reduce the rate of injuries, both intentional and unintentional.

### 3. SCOPE OF SERVICE

3.1 The Agreement will address a variety of strategies designed to impact health at the community, organizational, individual and policy levels in order to promote a holistic approach to improving the health of individuals, their families and their communities. The “Spectrum of Prevention” (Spectrum) serves as a guideline for addressing complex issues at a number of levels as a means of instituting systemic and effective prevention strategies. The Spectrum identifies multiple levels of intervention and helps people/communities view prevention from a broader perspective than merely personal behavior decisions. The Spectrum is a framework for a more comprehensive understanding of prevention that includes six (6) levels for strategy development. These levels, delineated below, are complementary and when used together produce a synergy that results in greater effectiveness than would be possible by implementing any single activity or linear initiative. At each level, the most important activities related to prevention objectives should be identified. As these activities are identified they will lead to interrelated actions at other levels of the Spectrum.

<http://www.preventioninstitute.org/component/jlibrary/article/id-105/127.html> The levels of the Spectrum are as follows:

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

- 3.1.1 Influencing Policy and Legislation – Developing strategies to change laws and policies to influence outcomes;
  - 3.2.1 Changing Organizational Practices – Adopting regulations and shaping norms to improve health and safety;
  - 3.3.1 Fostering Coalitions and Networks – Convening groups and individuals for broader goals and greater impact;
  - 3.4.1 Educating Providers – Informing providers who will transmit skills and knowledge to others;
  - 3.5.1 Promoting Community Education – Reaching groups of people with information and resources to promote health and safety; and
  - 3.6.1 Strengthening Individual Knowledge and Skills – Enhancing an individual’s capability of preventing injury or illness and promoting safety and health.
- 3.2 Counties are expected to implement strategies at multiple levels of the Spectrum in accordance with local community needs. Strategies that influence policy, change organizational practices, and foster coalitions are required. BWCH encourages and supports integration with existing county public health programs as appropriate. Evidence-based strategies should be utilized whenever available and appropriate.
- 3.2.1 **Priority 1:** Improve the health of women prior to pregnancy. Promote improvement of preconception health, utilizing the Life Course Perspective. The Centers for Disease Control and Prevention is a valuable resource for learning more about preconception health and their website provides comprehensive information regarding preconception health <http://www.cdc.gov/ncbddd/preconception/default.htm>. Research continues to support the concept that the most effective means of improving birth outcomes is by improving the health of the mother before she becomes pregnant. The life course perspective promotes looking at life as a continuum versus periodic life events and takes into account the various risk and protective factors that impact an individual’s health. A life course toolkit is available on the CityMatCH website to assist with integrating the life course perspective into maternal and child health programs. <http://www.citymatch.org/lifecoursetoolbox/>. Preconception health takes into account physical, mental and social wellbeing of men and women of childbearing age. Examples of health factors that impact preconception health include healthy weight, stress management, management of chronic diseases, reproductive health, smoking and physical activity. Interconception health or the health of a woman between pregnancies is also referred to as preconception health. During the summer of 2010 the BWCH convened a task force charged with developing a Preconception Health Strategic Plan for Arizona. The Spectrum was one of several guiding tools used during the development of the plan. Activities funded through this Agreement should utilize multiple strategies as a means of not only supporting the strategic plan but meeting the requirements regarding components of the Spectrum. BWCH also encourages the utilization of Every Woman, Arizona, preconception health materials developed as an educational tool for use with clients/patients <http://www.azdhs.gov/phs/owch/publicat.htm>. Interventions shall target women of childbearing age but can also include children, adolescents and male family members.
  - 3.2.2 **Priority 2:** Reduce the rate of injuries, both intentional and unintentional. Counties should review local data to determine which injury areas are in most need of intervention. Examples of injury areas that may be addressed include, but are not limited to: motor vehicles crashes, falls, drowning, poisoning, fire/burns, firearm-related injuries, domestic violence, self-inflicted injuries, and suicide. BWCH encourages addressing adolescent suicide, adolescent motor vehicle crash injuries, bullying, childhood injuries, and infant safe sleep. Counties should utilize strategies from The Arizona Injury Surveillance and Prevention Plan, 2006-2010 ([http://www.azdhs.gov/phs/owch/pdf/injury\\_plan\\_06-10.pdf](http://www.azdhs.gov/phs/owch/pdf/injury_plan_06-10.pdf)) and/or the draft update of the plan as it becomes available. Interventions shall target adolescents and younger children, but can also include families.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

**4. TASKS**

The Contractor shall:

- 4.1 Complete a logic model outlining project design based on the Spectrum;
- 4.2 Submit narrative description of how project activities fit with the Spectrum;
- 4.4 Identify specific target populations and/or communities;
- 4.4 Annually submit a revised logic model plan implementation plan based on the Spectrum;
- 4.5 Implement approved strategies;
- 4.6 Work with tribal communities present in the County;
- 4.7 Participate in any statewide evaluation lead by BWCH;
- 4.8 Participate in contractor meetings;
- 4.9 Participate in training organized by BWCH;
- 4.10 Develop and submit a proposed budget for the coming year and each subsequent year;
- 4.11 Submit monthly report;
- 4.12 Submit monthly Contractor’s Expenditure Report;
- 4.13 Submit Annual Report based on findings that includes cumulative year to date data of services provided; and
- 4.14 Submit annual Title V unduplicated numbers form.

**5. REQUIREMENTS**

- 5.1 County shall provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Agreement to the ADHS Program Manager for approval. Media and/or printed educational materials shall adhere to the required wording as follows: “Funded in part by the Bureau of Women’s and Children’s Health as made available through the Arizona Department of Health Services.” Additionally, media and/or printed educational materials shall also adhere to the required wording as follows: “This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration, Maternal and Child Health Bureau, under Grant number 93.994 and title for \$ (to be filled in by County upon receipt of Agreement and awarded amount). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.”
- 5.2 MCH Block Grant funds shall not be used for:
  - 5.2.1 Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnant women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS);
  - 5.2.2 Cash payments to intended service recipients of Health Services;
  - 5.2.3 The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the State has obtained a waiver from the Secretary of DHHS;

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

- 5.2.4 Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- 5.2.5 Providing funds for research or training to any entity other than a public or non-profit private entity; and
- 5.2.6 Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.

5.3 Sub Contracts. The County shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of the ADHS Program Manager and the ADHS Procurement Office. The County shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the Terms and Conditions of this Agreement.

**6. REFERENCE DOCUMENTS**

- 6.1 Title V Maternal and Child Health Block Grant 2010 Needs Assessment and 2011 Block Grant Application (<http://www.azdhs.gov/phs/owch/index.htm>);
- 6.2 Maternal, Infant, and Early Childhood Home Visiting Program Needs Assessment <http://www.azdhs.gov/phs/owch/index.htm>;
- 6.3 Every Woman Arizona Preconception Materials <http://www.azdhs.gov/phs/owch/publicat.htm#mchblockgrant> ;
- 6.4 Arizona Nutrition & Physical Activity State Plan (<http://www.eatsmartgetactive.org/>);
- 6.5 The Arizona Injury Surveillance and Prevention Plan, 2006-2010, [http://www.azdhs.gov/phs/owch/pdf/injury\\_plan\\_06-10.pdf](http://www.azdhs.gov/phs/owch/pdf/injury_plan_06-10.pdf));
- 6.6 The Prevention Institute Spectrum of Prevention, <http://www.preventioninstitute.org/component/jlibrary/article/id-105/127.html>; and
- 6.7 Contra Costa Health Services Spectrum of Prevention, <http://cchealth.org/topics/prevention/spectrum.php>.

**7. STATE PROVIDED ITEMS**

ADHS will provide:

- 7.1 Contractor Expenditure Report;
- 7.2 Monthly Report Format;
- 7.3 Annual Report Format;
- 7.4 Title V Unduplicated Count Report Format;
- 7.5 Logic Model Format;
- 7.6 DVD of Preconception Health Summit, April 30, 2010 (upon execution of Agreement);
- 7.7 Draft Arizona Preconception Health Plan (upon availability); and
- 7.8 Draft 2011-2015 Arizona Injury Prevention Plan (upon availability).

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

## **8. APPROVALS**

- 8.1 The Logic Model that will be implemented during the next Agreement period shall be submitted to ADHS for approval. County shall include the specific target populations and/or communities;
- 8.2 The narrative description of how project activities fit with the Spectrum of Prevention shall be submitted to ADHS for approval;
- 8.3 Strategies shall be approved;
- 8.4 Annually submit a proposed budget for approval;
- 8.5 The Monthly Report to include activities performed for each of the specified tasks, a year to date cumulative report of the services provided, as well as problems encountered and potential solutions shall be approved by ADHS prior to reimbursement;
- 8.6 The monthly Contractor's Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement;
- 8.7 The Annual Report based on findings that includes cumulative year to date data of services provided shall be approved by ADHS;
- 8.8 Title V Unduplicated Numbers; and
- 8.9 All marketing materials (brochures, posters, public service announcements, videos, etc.) which have been written, published or recorded by the County and paid for with Title V funds shall first be approved by ADHS. This approval must be made by the ADHS Public Information Officer prior to the dissemination of such materials or airing of such announcements.

## **9. DELIVERABLES**

The Contractor shall or shall provide:

- 9.1 The name, phone numbers, and resume of program staff if replaced, due within thirty (30) days of hire;
- 9.2 An annual Logic Model plan and narrative description including the specific target populations and/or communities due forty-five (45) days after the beginning of each contract period;
- 9.3 Strategies;
- 9.4 Documentation of work with Tribal communities present in the County;
- 9.5 Participate in any statewide evaluation lead by BWCH;
- 9.6 Participate in contractor meetings;
- 9.7 Participate in training organized by BWCH;
- 9.8 Annually develop and submit a proposed budget;
- 9.9 A Monthly report of program activity, including cumulative data of services rendered due thirty (30) days following the month of service;
- 9.10 A monthly Contractor's Expenditure Report due thirty (30) days following each month of service;
- 9.11 An Annual report including evaluation data and analysis due forty-five (45) days following the contract period; and.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK</b>
HG161095	

9.12 Title V Unduplicated Numbers, due with the annual report.

## **10. NOTICES, CORRESPONDENCE, AND REPORTS**

Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Bureau of Women's and Children's Health  
Community Health Program Manager  
150 North 18<sup>th</sup> Avenue, Suite 320  
Phoenix, AZ 85007  
Telephone: 602-364-1400  
Facsimile: 602-364-1496  
E-Mail: [kuhfusk@azdhs.gov](mailto:kuhfusk@azdhs.gov)

Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

David Fletcher, Director  
Gila County Health Department  
Location: 5515 South Apache Avenue, Suite 100  
Mailing: 1400 East Ash Street  
Globe, Arizona 85501  
Tel: 928-402-8801  
Fax: 928-425-0794  
Email: [dfletcher@co.gila.az.us](mailto:dfletcher@co.gila.az.us)

Payments from ADHS to the Contractor will be sent to:

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT PRICE SHEET</b>
HG161095	

**PRICE SHEET**

**Cost Reimbursement**

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$30,673.36
ERE	\$8,855.48
Professional & Outside Services	\$1,000.00
Travel Expense	\$4,955.00
Out of state travel	\$0.00
Operating Expenses	\$22,697.98
Other	\$0.00
Indirect (if authorized)	\$6,818.18
<b>TOTAL</b>	<b>\$75,000.00</b>

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of Ten Percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding Ten Percent (10%) or to a non-funded line item shall require a Contract Amendment.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-3144**

**Consent Agenda Item 3. B.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Application for Fireworks Display sponsored by Freeport-McMoRan, Inc., Miami Operations.

Background Information

For many years a local copper mining company, presently known as Freeport-McMoRan, Inc., Miami Operations, has provided the local community with a 4th of July fireworks display at the location of the mine.

Evaluation

All applications are submitted to the Clerk of the Board of Supervisors, which are ultimately presented to the Board of Supervisors for approval. Fireworks Productions of Arizona has submitted an application on behalf of Freeport-McMoRan for its July 4, 2015, fireworks display.

Conclusion

The required certificate of insurance is attached to the application; Sheriff J. Adam Shepherd has signed the application; and AJ Howell, Tri-City Fire District Battalion Chief, has submitted a letter approving of this fireworks display; therefore, all of the required information is attached for the Board of Supervisors' review/decision.

Recommendation

The Board of Supervisors' approval of this application is recommended by the Clerk of the Board.

Suggested Motion

Approval of an Application for a Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc., to provide a fireworks display on July 4, 2015, at the Miami Operations mine site of Freeport-McMoRan, Inc.

---

Attachments

Fireworks Productions of Arizona Documents

---

**APPLICATION FOR FIREWORKS DISPLAY**

To: **Gila County Board of Supervisors**

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) 07/04/15 at (Address) #1 Tailings, to be sponsored by (Name of Organization) Freeport McMoran.

Applicant states that Ernie Baca will be in charge of this display and responsible for the acts performed thereby; and person to direct this display in such a manner that it will not be hazardous to property or endanger any person.

Sarah Harris Director of Display                      Ernie Baca w/ Fireworks Productions of Arizona Person in charge of premises where display is located.

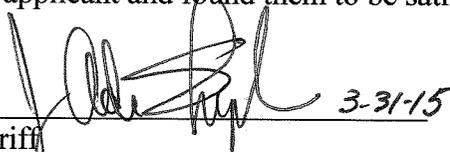
Attached hereto is a surety bond or certificate of liability insurance in a principal amount of \$ 10,000,000.00, but not less than \$1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

\*\*\*\*\*  
**APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT**

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED

\*\*\*\*\*  
**APPROVAL OF FIREWORKS DISPLAY BY SHERIFF**

I have investigated the premises described by the applicant and found them to be satisfactory and found him to be a competent operator.

  
\_\_\_\_\_  
Sheriff

\*\*\*\*\*  
**PERMIT FOR FIREWORKS DISPLAY**

The application of the \_\_\_\_\_, having been filed with the undersigned Board of Supervisors, pursuant to A.R.S. §36-1603, together with proper bond as provided by law and same having been approved by the Sheriff.

Permission is heretofore and hereby granted to \_\_\_\_\_ to conduct a fireworks display at (Address) \_\_\_\_\_, AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display be given not later than one week from date specified above. The permit granted hereunder shall not be assignable.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_



## TRI-CITY FIRE DISTRICT

P.O. Box 83  
CLAYPOOL, AZ 85532



PHONE: 928-425-0815 FAX: 928-425-5392

March 18, 2015

Gila County Board of Supervisors  
1400 E. Ash St.  
Globe, AZ 85501

Chairperson of the Board,

The Tri-City Fire District in partnership with Freeport-McMoRan Miami and Fireworks Products of Arizona, will again work together to provide the community 4<sup>th</sup> of July show. We will have personnel and equipment on hand, as we have for over twenty years, to minimize the possibility of fire impacting our community during this wonderful event.

We are in contact with and support of the FMI and the Pyrotechnician's from the planning stage through the show itself.

I thank you in advance for any support of this community project and if I can be of any assistance, please don't hesitate to contact me by email ([chf13@hotmail.com](mailto:chf13@hotmail.com)) or by phone (928-812-2991).

A handwritten signature in black ink, appearing to read "AJ Howell".

Sincerely,

AJ Howell, Battalion Chief  
Tri-City Fire District

**MERCHANTS**  
**BONDING COMPANY**

2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158  
(515) 243-8171 • (515) 243-3854 FAX

**FIREWORKS DISPLAY BOND**

Bond No. AZ 423907

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, with its home office in the City of Des Moines, Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto GILA COUNTY

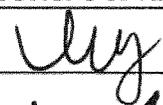
State of Arizona  
in the sum of One Thousand Dollars DOLLARS (\$\$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

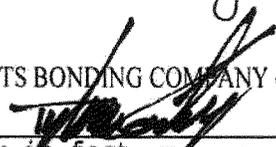
WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD

to execute a surety bond in the amount of One Thousand Dollars Dollars (\$ \$1,000.00 ) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

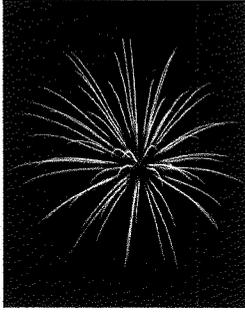
NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of GILA County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. May 17, 2015 to 12:01 A.M. May 17, 2016 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 1st day of March, 2015.

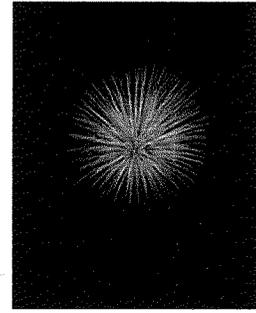
FIREWORKS PRODUCTIONS OF ARIZONA LTD  
Principal 

MERCHANTS BONDING COMPANY (MUTUAL)  
By   
Attorney-in-fact Tyson Conley

## Exhibit A



# FREEPORT – MCMORAN Copper & Gold MIAMI



**Saturday, July 4, 2015**

**TOTAL AERIAL EFFECTS 663**

**Opening:** *Your show begins with: 25 – 3” Titanium Salutes*

### **Aerial Display:**

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of 564 aerial shells.

- 2.5” - 2 36 Shot Color or Titanium Salute Finale Box
- 3” - 72 Chinese Fancy's & Specials
- 4” - 180 Chinese Fancy's & Specials  
72 Designer Specials
- 5” - 72 Chinese Fancy's & Specials  
18 Designer Pattern Specials
- 6” - 45 Chinese Fancy's & Specials  
18 Designer Pattern Specials
- 8” - 15 Chinese Fancy's & Specials

### **GRANDE FINALE:**

*Your celebration will close in spectacular excitement with multiple styles of brilliantly-colored shells.*

Your Grande Finale consists of 74 aerial shells:

Your Grande Finale: 49 - 3” shells, 20 – 4” shells, 3 - 6” shells and 2 – 8” shells.

*Designed by: Fireworks Productions of Arizona*





Site Map

Maximum Shell Size: **8" Shells**

Fireworks Productions of Arizona

480-948-0090

Info@fireworksaz.com

**ARF-3147**

**Consent Agenda Item**

**3. C.**

**Regular Meeting**

Meeting Date: 05/26/2015

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Flying Grizzly - Application for a Temporary Extension of Premises/Patio Permit for June 27, 2015.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body. Alexander MacLean submitted an application to temporarily extend the premises/patio where liquor is permitted to be served at the Flying Grizzly in order to have a special event on June 27, 2015. The Flying Grizzly is located in Strawberry, Arizona.

Evaluation

The application has been reviewed by the Clerk of the Board. Staff from the Community Development Division also reviewed the application. Both departments have no objections with regard to this application.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the DLLC for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit to allow the area where liquor is permitted to be served at the Flying Grizzly, located in Strawberry, to be temporarily extended on June, 27, 2015, for a special event.

---

Attachments

Flying Grizzly Application

Interoffice Memo

---

Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

FOR DLLC USE ONLY

Date payment received:

\_\_\_\_/\_\_\_\_/\_\_\_\_

CSR initials: \_\_\_\_\_

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**

This application must be returned to the Department of Liquor  
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 6/27/15 through 6/27/15 List specific purpose for change:

Modified Motorcycle Association, charitable Bikini Bike wash

1. Licensee's Name: MacLean Alexander Douglas  
Last First Middle

2. Mailing Address: 5079 Hwy 87 Strawberry AZ 85544  
Street City State Zip

3. Business Name: Flying Brizzly License # 07040008

4. Business Address: 5079 Hwy 87 Strawberry AZ 85544  
Street City State Zip

5. Contact phone: (1) 970-210-6718 Business phone: ( ) 928-476-3064

6. Email: N/A

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date?   /  /  

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No If yes, when does your Certificate expire? Date: 3/19/2017

11. What security precautions will be taken to prevent liquor violations in the extended area?  
Security Guards

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

\_\_\_\_\_

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

**➡ OBTAIN APPROVAL FROM LOCAL GOVERNING BODY BEFORE SUBMITTING TO THE DEPARTMENT ◀**

➡ After completing the application, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

\_\_\_\_\_, Chairman Gila County BOS 5-19-2015  
(Authorized Signature) (Title) (Agency) Date

I, Douglas Alexander MacLean, declare that I am the APPLICANT and, under penalty of perjury, making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.  
(Print full name)

x Douglas Alexander MacLean Owner 4/15/15 (970) 210-6718  
(Signature) (Title/ Position) (Date) (Phone #)

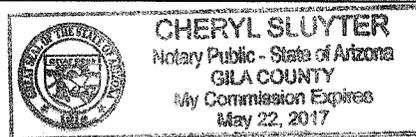
The foregoing instrument was acknowledged before me this 15th April 2017  
Day Month Year

State Arizona County of Gila

My Commission Expires on: May 22, 17 Cheryl Sluyter  
Date Signature of Notary Public

Investigation Recommendation:  Approval  Disapproval by: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Director Signature required for Disapprovals \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



40'

p.3

7399-790-41

SHED

7/6/06  
Grandfather  
PF

7/6/06  
Grandfather  
PF

STAIR

PATIO ENCLOSED

patio

20'

180.7  
-40'-  
PARKING

150.3'

Window

Window

Hall  
KITCH.

FIREPLACE

Entry Door

Entry Door

Entry Door

North  
↑

Douglas Macke  
5079 Hwy 85  
928-476 3064

Event Entry  
Security Person

Black top  
HANDICAP  
PARKING

Event to  
Be held  
Here

Proposed To  
Add

Black top

301-10 Lots 4+5A  
Strawberry Knoll

Lot  
003A  
• 18AC

Lot  
004  
• 21AC

Security Person

Event Entry (PARKING)

61.1

DRIVEWAY

71.0

50.1

Traffic Control

STAIRS

H. N. Q. M

Arizona Department of Liquor Licenses and Control  
800 West Washington, 5th Floor  
Phoenix, Arizona 85007  
www.azliquor.gov  
602-542-5141

**CERTIFICATE OF TITLE 4 TRAINING COMPLETION**

Do Not Duplicate This Form  
Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

**JAMES MACLEAN**  
Full Name (please print)

Signature

**20 March 2012**  
Training Completion Date

**March 19, 2017**  
Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)  
(BASIC - 3 years from completion date)

Signature

Type of Training Completed (check Yes or No)

- |   |                             |            |   |  |          |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC      | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | ON SALE  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | OTHER    |

If Trainee Is Employed By A Licensee

Name of Licensee Business Name Liquor License #

Alcohol Training Program Provider Information

**Arizona Alcohol Traffic & Firearms**

Company or Individual Name (please print)

**P.O. Box 6252**

Address

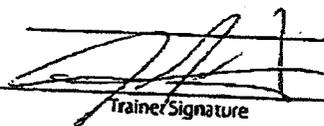
**Chandler, AZ 85246**

City State Zip

**(480) 664-0389**

Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

  
Trainer/Signature

**Jared Repinski**

Name of Trainer (please print)

**20 March 2012**

Date

Pursuant to A.R.S.S 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:  
Owner(s)  
Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.



## INTEROFFICE MEMORANDUM

**DATE:** 4/23/2015  
**TO:** Scott Buzan, Chief Building Official, Community Development Division  
**FROM:** Marian Sheppard, Clerk of the Board of Supervisors Department  
**SUBJECT:** APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

---

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Alexander MacLean to temporarily extend the liquor license service area on June 27, 2015, for a special event at the Flying Grizzly located in Strawberry.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

\*\*\*\*\*

THIS ESTABLISHMENT DOES / DOES NOT (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A TEMPORARY EXTENSION OF PREMISES/PATIO PERMIT.

  
\_\_\_\_\_  
Scott Buzan, Chief Building Official,  
Community Development Division

4-24-15  
\_\_\_\_\_  
Date

**Regular Meeting**

<u>Meeting Date:</u>	05/26/2015		
<u>Submitted For:</u>	Michael O'Driscoll, Director		
<u>Submitted By:</u>	Josh Beck, PHEP Manager, Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2014-2015	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	July 1 2014 through June 30, 2015	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

Information

Request/Subject

Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS12-007886) with the Arizona Department of Health Services.

Background Information

The purpose of the Gila County Public Health Emergency Preparedness program is to readily prepare the staff and community for any public health emergency. This included staff training, development of disaster plans, organizing disaster exercises, and procuring emergency supplies and equipment. The program exists to enhance all hazard strategic planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities and education and training.

The Intergovernmental Agreement (Contract No. ADHS12-007886) was approved by the Board of Supervisors on December 6, 2011, in the amount of \$155,256 for the contract period September 1, 2011, through August 30, 2012.

Amendment No. 1 changed the contract period from ending August 30, 2012, to June 30, 2012, in the amount of \$155,256.

Amendment No. 2 amended the price sheet as a result of carryover of funds to reflect the amount of \$239,056.

Amendment No. 3 extended the contract period from July 1, 2012, to June 30, 2013, in the amount of \$166,738.

Amendment No. 4 extended the contract period from July 1, 2013, to June 30, 2014, in the amount of \$175,104.66

Amendment No. 5 extended the contract period from July 1, 2014, to June 30, 2015, in the amount of \$200,419.10

Amendment No. 6 amends the price sheet as a result of additional funding offered by the Arizona Department of Health Services to increase the award from \$200,419.10 to reflect the amount of \$215,419.10.

Evaluation

This funding will allow the Gila County Health and Emergency Services Division, Department of Public Health Emergency Preparedness to continue to provide staff and community preparedness training; develop disaster plans; organize disaster exercises; and procure emergency supplies and equipment as well as the continued review and improvement of all hazard strategic planning and direction, coordination and assessment, surveillance and detection capacities, risk communication and health information dissemination, telecommunications capabilities and education and training.

Conclusion

Approval of this amendment for additional funds to extend the services provided under the Intergovernmental Agreement (Contract No. ADHS12-007886) will allow the Gila County Health and Emergency Services Division to continue to improve emergency preparedness services and support to Gila County residents.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve Amendment No. 6 to the Intergovernmental Agreement (Contract No. ADHS12-007886) with the Arizona Department of Health Services in the amount of \$215,419.10 to increase public health emergency preparedness support and services from July 1, 2014, through June 30, 2015.

Suggested Motion

Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division which increases the contract amount by \$15,000 for a total of \$215,419.10 that will be used to increase the public health emergency preparedness services for the period of July 1, 2014, through June 30, 2015.

---

Attachments

Amendment #6

Amendment #5

Amendment #4

Amendment #3

Amendment #2

Amendment #1

PHEP Original Contract

legal explanation

---



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W Adams ST, RM 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **6**

**Procurement Officer:  
Lorraine Ball-Schwarzwald**

**Emergency Preparedness Program**

**Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement (IGA) referenced above is amended as follows:**

- Delete the Price Sheet and replace with the Price Sheet in this Amendment. The Price Sheet reflects the added funding to cover a temporary Emergency Operations Center Coordinator in the amount of fifteen thousand dollars and no cents (\$15,000.00).

**All other provisions shall remain in their entirety.**

		<b>CONTRACTOR SIGNATURE</b>	
Gila County Health Department		Contractor Authorized Signature	
Contractor Name		Michael A. Pastor	
5515 S Apache Avenue, Suite 400		Printed Name	
Address		Chairman, Board of Supervisors	
Globe	AZ	85501	Title
City	State	Zip	
<b>CONTRACTOR ATTORNEY SIGNATURE</b>		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		<b>State of Arizona</b>	
Signature _____ Date _____		Signed this _____ day of _____ 20_____	
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief		Procurement Officer	
Printed Name		Reserved for use by the Secretary of State	
Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		<b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	
Signature _____ Date _____			
Assistant Attorney General			
Printed Name:			



## INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W Adams ST, RM 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **6**

**Procurement Officer:**  
**Lorraine Ball-Schwarzwald**

## PRICE SHEET

Fixed Price July 1, 2014 – June 30, 2015

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$200,419.10	\$200,419.10
Temporary Emergency Operations Center Coordinator	1	\$15,000.00	\$15,000.00
<b>Total</b>			<b>\$215,419.10</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Ana Shoshtarikj

Contract No: **ADHS12-007886**

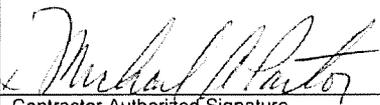
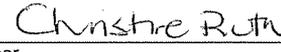
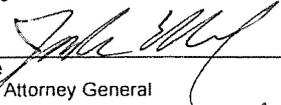
Amendment No. **5**

**Emergency Preparedness Program**

Effective July 1, 2014, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Amendment Four (4) Price Sheet with Price Sheet, page Three (3) of this Amendment Five (5). The Total Price Sheet for FY15 is **\$200,419.10**.
2. Replace Amendment Four (4) Attachment A with Attachment A, County Requirements and Deliverables Document, pages Four (4) through Nineteen (19), of this Amendment Five (5).
3. Delete in its entirety Contract Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA) and replace with the following:

Continued on next page.

<p>Gila County Health Department Contractor Name</p> <p>5515 S. Apache Avenue, Suite 400 Address</p> <p>Globe AZ 85501 City State Zip</p>	<p align="center"><b>CONTRACTOR SIGNATURE</b></p> <p align="center"></p> <p align="center">Contractor Authorized Signature</p> <p align="center">Michael A. Pastor</p> <p align="center">Printed Name</p> <p align="center">Chairman, Board of Supervisors</p> <p align="center">Title</p>
<p align="center"><b>CONTRACTOR ATTORNEY SIGNATURE</b></p> <p>Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p> 9-2-2014 Signature Date</p> <p>Bryan B. Chambers, Deputy Attorney Principal</p>	<p>This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.</p> <p><b>State of Arizona</b></p> <p>Signed this <u>24<sup>th</sup></u> day of <u>September</u> 20<u>14</u></p> <p align="center"></p> <p align="center">Procurement Officer</p>
<p>Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.</p> <p> 9-27-14 Signature Date</p> <p>Assistant Attorney General</p> <p>Printed Name: <u>Josh Eller</u></p>	<p>Reserved for use by the Secretary of State</p> <p><b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b></p>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Procurement Officer:  
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

**18. Health Insurance Portability and Accountability Act of 1996**

- 18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

**All other provisions of this agreement remain unchanged.**



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:  
Ana Shoshtariki

**PRICE SHEET**

Fixed Price July 1, 2014 – June 30, 2015

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$200,419.10	\$200,419.10
<b>Total</b>			<b>\$200,419.10</b>



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:  
Ana Shoshtarikj

**ATTACHMENT A**

**PUBLIC HEALTH EMERGENCY PREPAREDNESS  
COUNTY REQUIREMENTS & DELIVERABLES DOCUMENT**

**BUDGET PERIOD 3 (BP3)**

Period of performance  
(July 1, 2014 – June 30, 2015)

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

1. INTRODUCTION

1.1 Approaching Budget Period Three (July 1st, 2014 – June 30th, 2015), continuous efforts are made to expand the preparedness capabilities based on the Five-Year Plan and the Capability Planning Guide (CPG) data. Based on the above and the guidance set forth by the Center for Disease Control (CDC), Arizona Department of Health Services (ADHS) has developed the Requirement and Deliverable Document for Counties. The first section of this document outlines the requirements set forth by CDC and ADHS that all County partners shall address and ensure are being met in BP3. The section portion covers the goals, objectives, and outcomes that shall be achieved for each capability within BP3. Progress shall be measured on these goals and objectives throughout the year through frequent communication and mid-year report.

1.2 Table One (1) and Attachment B included herein provide additional information for the County partners.

2. PROGRAM REQUIREMENTS

As a recipient of the Public Health Emergency Preparedness (PHEP) funds from the ADHS, Grantee is required to adhere to Federal and State Grant requirements. Listed below are the Program requirements for the PHEP grant.

3. MEETINGS

3.1 ADHS Sponsored Grant Meetings (Two (2) events annually)

- 3.1.1 Semi-annual ADHS sponsored All-Partners Workshop meeting shall be attended,
- 3.1.2 Regional ADHS sponsored Business Meeting shall be attended. ADHS shall hold one Business Meeting in each of the four (4) Healthcare Coalition Regions within the State.

3.2 Healthcare Coalition Meeting

3.2.1 Healthcare Coalition meetings shall be attended in the appropriate region. Regions are divided as following:

3.2.1.1 Northern Region

- 3.2.1.1.1 County Representatives: Apache County, Coconino County, Navajo County and Yavapai County.
- 3.2.1.1.2 Tribal Representatives: Hopi Tribe, Navajo Nation and White Mountain Apache Tribe.

3.2.1.2 Western Region

- 3.2.1.2.1 County Representatives: La Paz County, Mohave County and Yuma County.
- 3.2.1.2.2 Tribal Representatives: Cocopah Indian Tribe, Fort Mojave Indian Tribe, Kaibab- Paiute Tribe and Quechan Tribe.

3.2.1.3 Central Region

- 3.2.1.3.1 County Representatives: Gila County, Maricopa County and Pinal County.
- 3.2.1.3.2 Tribal Representatives: Gila River Indian Community.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

#### 3.2.1.4 Southeastern Region

3.2.1.4.1 County Representatives: Cochise County, Graham County, Greenlee County, Pima County and Santa Cruz County.

3.2.1.4.2 Tribal Representatives: Pascua Yaqui Tribe, San Carlos Apache Tribe and Tohono O'odham Nation.

### 4. FINANCIAL REQUIREMENTS

#### 4.1 Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding.

#### 4.2 Inventory

Inventory list shall be provided to ADHS upon request. The Inventory List shall include all capital equipment.

#### 4.3 Budget Allocation

4.3.1 The budget tool developed by ADHS shall be completed, document signed and returned to ADHS for review and approval. ADHS will not release funding to the County until the budget has been approved.

4.3.2 All activities and procurements funded through the PHEP grant shall be aligned with Grantee's budget/spend plan and work plan which should help reaching the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities shall be approved by ADHS before PHEP funds can be utilized on those activities/items.

4.3.3 Counties shall follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

#### 4.4 Grant Activity Oversight

4.4.1 PHEP Coordinator shall be appointed by the County on full or part-time basis.

4.4.2 The PHEP Coordinator shall be the main point of contact for ADHS with the County in regards to the PHEP grant and shall have the responsibility for oversight of all grant related activities.

4.4.3 PHEP Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met.

4.4.4 PHEP Coordinator shall coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

#### 4.5 Employee Certifications

4.5.1 PHEP Recipients are required to adhere to all applicable Federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award.



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **5**

Procurement Officer:  
Ana Shoshtarij

4.5.2 Certification forms shall be prepared semiannually signed by the employee or a supervisory official who has firsthand knowledge of the work performed by the employee.

4.5.3 Split funded employees are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.6 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work shall result in withholding from a portion of subsequent awards.

5. EXERCISES

5.1 Emergency Operation Coordination

5.1.1 Documentation shall be maintained of all collaborative efforts with local and State emergency management.

5.1.2 The County PHEP program shall establish and maintain a collaborative working relationship with emergency management. This shall include but not limited to:

5.1.2.1 Emergency communication plan,

5.1.2.2 Strategies for addressing emergency events, and

5.1.2.3 Consequences management of power failures, natural disasters and other events that would affect public health.

5.1.3 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity.

5.1.4 Provide documentation to support discussion on the order process in WebEOC.

5.2 Multi-Year Training and Exercise Workshop (MYTEP)

5.2.1 Each County shall attend the annual ADHS Training and Exercise Planning Workshop in June, 2015.

5.2.2 Each County shall submit their final training and exercise plans no later than August 1, 2014.

5.2.2.1 Training and exercise plans shall contain proposed events from July 1, 2014 through June 30, 2019.

5.2.2.2 Plans shall be submitted on the ADHS provided templates.

5.2.2.3 Trainings and exercises shall be gap based. Proposed training and/or exercises shall be based on an identified gap from a previous exercise, response, risk assessment, or other documented source.

6. EXERCISE IMPLEMENTATION CRITERIA

6.1 Homeland Security Exercise and Evaluation Program



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Procurement Officer:  
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

Sub-awardees shall conduct preparedness exercises in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) fundamentals including:

- 6.1.1 Exercise Design and Development;
- 6.1.2 Exercise Conduct;
- 6.1.3 Exercise Evaluation; and
- 6.1.4 Improvement Planning.

Information on the April 2013 HSEEP guidelines and exercise policy: <https://www.llis.dhs.gov/hseep>

**6.2 ADHS Coordination**

- 6.2.1 To meet the criteria as a qualified exercise, all PHEP sub-awardee exercises shall be coordinated with ADHS and approved prior to the initial planning meeting. ADHS shall be continuously updated throughout the remainder of the planning process.
- 6.2.2 To comply with the exercise implementation criteria, the HSEEP process and guidance shall be used along with respective templates.

**6.3 Healthcare Coalition Exercises**

Each Healthcare Coalition (Northern, Central, Western, and Southeastern) shall have an exercise in BP3 that shall require the County's participation. Date shall be determined.

**6.4 At-Risk Individuals**

- 6.4.1 Within each exercise, provisions for the needs of at-risk individuals shall be included.
- 6.4.2 HPP- PHEP sub-awardees shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP).
- 6.4.3 U.S. Department of Health and Human Services' definition of "at-risk" population is available at the following website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

**6.5 Exemption**

County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement if the response was sufficient in scope and the AAR/IPs adequately detail which PHEP capabilities were tested and evaluated. Such situation shall be addressed on an as-requested basis.

**6.6 Exercise Evaluation Criteria**

- 6.6.1 PHEP exercise shall address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk shall be produced mapping PHP capabilities with core capabilities.
- 6.6.2 At a minimum, each County shall demonstrate and validate healthcare coalition participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.
  - 6.6.2.1 These capabilities are:

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax Procurement Officer: Ana Shoshtarikj
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	

6.6.2.1.1. Capability 3: Emergency Operations Coordination

6.6.2.1.2. Capability 6: Information Sharing

6.6.3 PHEP Qualifying Exercises:

6.6.3.1 An exercise that meets PHEP-specific qualifying exercise implementation criteria and the specific HPP evaluation criteria.

7. INFORMATION SERVICES

7.1 Access to a secure alerting system that at a minimum has the ability to send email, faxes, and phone/text alerts is required.

7.2 Each County shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.

7.3 Each County shall participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group.

7.4 Each County shall be able to utilize the following Communication systems:

7.4.1 HSP

7.4.2 EMResource,

7.4.3 EMTrack,

7.4.4 ESAR-VHP,

7.4.5 AZHAN,

7.4.6 IRMS,

7.4.7 800 radios, and

7.4.8 WebEOC

7.5 Training on the systems and platforms shall be provided by ADHS as needed.

8. REPORTING

Progress on the deliverables, performance measures, and activities funded through the PHEP grant shall be reported in a timely manner, ensuring ADHS has adequate time to compile the information and submit to CDC.

8.1 Mid-Year Report

8.1.1 Mid-Year report templates shall be provided by ADHS in advance of the Due Date.

8.1.1.1 Estimated Due Date is December 2014

8.1.2 CDC Performance Measures templates (if applicable) shall be provided by ADHS in advance of the Due Date.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

8.1.2.1 Estimated Due Date shall be determined.

8.1.3 Updated Public Health Emergency Contact list shall be provided to ADHS semi-annually. By each County. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the Health Services Portal (HSP).

8.1.3.1 The contact information for each individual shall include:

8.1.3.2.1 Individual's name,

8.1.3.2.2 ICS title,

8.1.3.2.3 Non-emergency position title,

8.1.3.2.4 Telephone numbers (Office, Mobile, and Home), and

8.1.3.2.5 Primary email address.

## 8.2 Annual Report

8.2.1 Annual Report template shall be provided by ADHS in advance of the Due Date.

8.2.1.1 Due Date shall be determined.

## 8.3 After Action Report/Improvement Plan

8.3.1 Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.

8.3.2 After a stand-alone DSNS drill, an AAR and an IP shall be provided to the ADHS SNS Coordinator.

8.3.3 AARs shall be submitted to ADHS within sixty (60) days after the exercise.

## 8.4 Training Validation Reports

A training validation report shall be provided to ADHS by the end of Budget Period Three (3), using the ADHS template located in the HSP. This report shall be a summary of trainings actually conducted in BP3.

# 9. CAPABILITIES AND COUNTY DELIVERABLES

## 9.1 CAPABILITY 1: COMMUNITY PREPAREDNESS

*Definition:* Community preparedness is the ability of communities to prepare for, withstand, and recover in both the short and long terms from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

9.1.1 Support the development of public health, medical, and mental/behavioral health systems that support recovery;



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Procurement Officer:  
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

- 9.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incident;
- 9.1.3 Promote awareness of and access to medical and mental/behavioral health two (2) resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals;
- 9.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community; and
- 9.1.5 Identify those populations that may be at higher risk for adverse health outcomes

**9.2 COUNTY DELIVERABLES**

- 9.2.1 Ensure plans include a jurisdictional risk assessment, utilizing an all-hazards approach with input and assistance of the following elements:
  - 9.2.1.1 Public health and non-public health subject matter experts; and
  - 9.2.1.2 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities

**9.3 CAPABILITY 2: COMMUNITY RECOVERY**

*Definition:* Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

- 9.3.1 This capability supports National Health Security Strategy Objective Eight (8): Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

**9.4 COUNTY DELIVERABLES**

Ensure written plans include processes for collaborating with community organizations, emergency management, and health care organizations to identify public health, medical, and mental/behavioral health system recovery needs for the counties identified hazards. Written plans should include the following elements (either as a standalone Public Health Continuity of Operations plan or as a component of another plan):

- 9.4.1 Definitions and identification of essential services needed to sustain agency mission and operations;
- 9.4.2 Plans to sustain essential services regardless of the nature of the incident;
- 9.4.3 Scalable work force reduction; and

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

9.4.4 Collaborate with ADHS to develop functional exercises in your region to test multiple capabilities including Recovery.

9.4.4.1 Each County shall participate in a regional focused functional exercise in BP3. These exercises shall test your ability to stand up and operate your EOC, recovery operations shall be included to test plans and processes to support Continuity of Operations Plans.

## 9.5 CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION

*Definition:* Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

### 9.6 COUNTY DELIVERABLES

9.6.1 Participate in a Functional Exercise conducted within your respective region.

9.6.1.1 Participate in at least one functional exercise to test their ability to stand up and operate their EOC during a public health incident.

9.6.2 Maintain documentation of all collaborative efforts with local and State emergency management.

9.6.3 County/Tribal PHEP program must establish and maintain a collaborative working relationship with emergency management. This must include but not be limited to; Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.

9.6.4 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity

9.6.5 Provide documentation to support discussion on the order process in Web-EOC.

## 9.7 CAPABILITY 4: EMERGENCY PUBLIC INFORMATION AND WARNING

*Definition:* Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

### 9.8 COUNTY DELIVERABLES

9.8.1 Participate in the development of Public Information and Warning messaging during a functional exercise.

9.8.1.1 When participating in your regionally based functional exercise, work to develop and disseminate public health messaging and test the communication pathways utilized to communicate that message to the public.

## 9.9 CAPABILITY 5: FATALITY MANAGEMENT

*Definition:* Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarkj

personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident.

#### 9.10 COUNTY DELIVERABLES

##### 9.10.1 Participate in the Fatality Management Workshop held by ADHS

9.10.1.1 Participate in the Fatality Management workshop conducted by ADHS to gain additional insight into the State's and other County's capability to manage mass fatalities and the work each is completing to improve that capability.

#### 9.11 CAPABILITY 6: INFORMATION SHARING

*Definition:* Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.

#### 9.12 COUNTY DELIVERABLES

##### 9.12.1 Participate in Communication testing scenarios developed and administered by ADHS.

9.12.1.1 Each County should regularly participate in the Communication testing scenarios to ensure your communication systems and platforms are capable of receiving and disseminating information from the multiple platforms.

#### 9.13 CAPABILITY 7: MASS CARE

*Definition:* Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

#### 9.14 COUNTY DELIVERABLES

##### 9.14.1 Review and update County's sheltering plan.

9.14.1.1 County shall review and update their plan to support shelter operations in coordination with local Emergency Management. Sheltering plans shall incorporate the needs for At-Risk Individuals and Functional and Access Needs Individuals.

#### 9.15 CAPABILITY 8: MEDICAL COUNTERMEASURE DISPENSING

*Definition:* Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

#### 9.16 COUNTY DELIVERABLES (NON-CRI Counties)

##### 9.16.1 Complete a self-assessment of your county's MCM plan.

9.16.1.1 ADHS shall provide self-assessment template to utilize during your review.

9.16.2 Ensure your County's Receipt, Stage, and Store (RSS) site survey information is current and has been reviewed within the last three (3) years



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Ana Shoshtarij

Contract No: **ADHS12-007886**

Amendment No. **5**

9.16.2.1 Provide ADHS your completed self-assessment template, current MCM plan, and current RSS site survey as part of the Mid-Year Report.

**9.17 CAPABILITY 9: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION**

*Definition:* Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

**9.18 COUNTY DELIVERABLES:**

9.18.1 Participate in Inventory Management System quarterly drills.

9.18.2 Cities Readiness Initiative (CRI) Drill Requirement

9.18.2.1 Maricopa County and Pinal County shall conduct at least three (3) different SNS drills utilizing the templates provided by DSNS/ADHS. An executive summary and an improvement plan shall be submitted for each drill.

9.18.2.2 Provide ADHS with the drill results by March 30, 2015

9.18.2.3 List of Drills that can be conducted:

9.18.2.3.1 Staff notification, acknowledgement and assembly;

9.18.2.3.2 Site activation: notification, acknowledgement and assembly;

9.18.2.3.3 Facility Setup;

9.18.2.3.4 Pick List Generation;

9.18.2.3.5 Dispensing Throughput; and

9.18.2.3.6 Public Health Decision Making Tool.

**9.19 CAPABILITY 10: MEDICAL SURGE**

*Definition:* Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

**9.20 COUNTY DELIVERABLES:**

9.20.1 Review/update plans.

9.20.1.1 Written plans should include documentation of staff assigned and trained in advance to fill public health incident management roles as applicable to a given response. Local Health Departments must be prepared to staff emergency operations centers at agency and local levels as necessary. (Local Health Departments shall provide a copy of a PHIMS chart that correlates to the functional drill with local emergency management and the state).

9.20.2 Crisis Standard of Care (CSC) Workshop.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

9.20.2.1 Each County is encouraged to participate in the CSC workshop to provide feedback and input on the CSC plan.

9.21 CAPABILITY 11: NON-PHARMACEUTICAL INTERVENTIONS

*Definition:* Non-pharmaceutical interventions (NPI) are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

- 9.21.1 Isolation and quarantine;
- 9.21.2 Restrictions on movement and travel advisory/warnings;
- 9.21.3 Social distancing;
- 9.21.4 External decontamination;
- 9.21.5 Hygiene; and
- 9.21.6 Precautionary protective behaviors.

9.22 COUNTY DELIVERABLES:

9.22.1 Collaborate with ADHS to develop or review local health department NPI plans.

9.22.1.1 Written plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction's identified risks, that was developed in conjunction with partner agencies (e.g., state environmental health, state occupational health and safety, and hazard-specific subject matter experts) and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles. Roles for consideration may include the following elements:

- 9.22.1.1.1 Conducting environmental health assessments;
- 9.22.1.1.2 Potable water inspections; and
- 9.22.1.1.3 Field surveillance interviews.

9.22.2 Complete the biannual Performance Measure Report Form.

9.22.2.1 Local Health Department shall complete the biannual performance measure report form distributed by ADHS for use in identifying gaps in planning and implementation of interventions in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for PHEP deliverables.

9.23 CAPABILITY 13: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGICAL INVESTIGATION

*Definition:* Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

9.24 COUNTY DELIVERABLES

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarikj

9.24.1 Participate in State Testing of the Communicable Disease On-Call System.

9.24.1.1 Local Department of Health shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests. Jurisdictions shall complete the disease scenario evaluation form and return to ADHS.

9.24.2 Enter Information into MEDSIS as Required and Provide ADHS Staff with Current Contact Information for MEDSIS Liaisons.

9.24.2.1 Arizona utilizes MEDSIS to conduct reportable disease surveillance. Jurisdictions shall enter information into MEDSIS according to the MEDSIS policies and procedures. Jurisdictions shall maintain a primary MEDSIS liaison and backup and notify ADHS of any changes to the liaison roles or their contact information at the time of the change. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings.

9.24.3 Conduct Outreach to Delayed Reporters.

9.24.3.1 Local Health Department shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance activities. Report on the percentage of delayed reporters educated about timeliness of reporting.

9.24.4 Participate in Epidemiology Trainings and Exercises.

9.24.4.1 It is recommended Local Health Department participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least ten (10) out of twelve (12)), "How to" Presentations (at least eighty percent (80%)) and the Arizona Infectious Disease Training and Exercise. Attendance shall be monitored by ADHS for use in grant reporting.

9.24.5 Conduct Investigations of Reported Infectious Diseases and Public Health Incidents.

9.24.5.1 Local Health Departments shall investigate and report cases of infectious disease as required by Arizona rules and statutes and MEDSIS policies and procedures. Investigation actions should be documented and include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation. Outbreak investigations should begin within 24hrs of receipt of report. For outbreak cases with a focused questionnaire, interview shall be conducted within 48 hours.

9.24.6 Report All Identified Outbreaks Within 24 Hours.

9.24.6.1 Local Health Departments shall report all identified outbreaks to ADHS within 24 hours utilizing the MEDSIS Outbreak Module; include documentation on outbreak investigation activities as part of jurisdictional mid-year and end-of-year reports to ADHS. At a minimum, include the following information: Outbreak Name, Date Reported to Local Health, Morbidity, Type of Setting, and County of Outbreak Exposure.

9.24.7 Submit Outbreak Summaries to ADHS.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarij

9.24.7.1 Outbreak summaries must be submitted to ADHS utilizing the MEDSIS Outbreak Module within 30 days of outbreak closure for all outbreaks investigated. Summary forms must contain all required minimal elements. \*(See Appendix 1)

9.24.8 Complete the Monthly Performance Measure Report Form

9.24.8.1 Local Health Departments shall complete the monthly performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting, completeness of interviews and monitoring outbreaks in the jurisdiction. Performance measure report information shall be utilized for mid-year and end-of-year grant reporting for both PHEP and ELC grant deliverables.

9.24.9 Conduct Epidemiology Program Evaluations.

9.24.9.1 Recommend Local Health Departments participate in regular meetings and/or conference calls with ADHS regarding evaluation activities by providing feedback and assisting in the refinement of evaluation questions and determining best methods for implementation of findings/recommendations.

9.25 CAPABILITY 14: RESPONDER SAFETY AND HEALTH

*Definition:* The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

9.26 COUNTY DELIVERABLES:

9.26.1 Review/update plans to include documentation of the safety and health risk scenarios likely to be faced by public health responders, based on pre-identified jurisdictional incident risks, which are developed in consultation with partner agencies.

9.26.1.1 Plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction have identified risks that were developed in conjunction with partner agencies and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles

9.27 CAPABILITY 15: VOLUNTEER MANAGEMENT

*Definition:* Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

9.27.1 Review Volunteer Management plans to ensure processes are identified to manage spontaneous volunteers to include communication pathways, and a method to refer spontaneous volunteers to other organizations.



**INTERGOVERNMENTAL AGREEMENT (IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**

1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax  
Procurement Officer:  
Ana Shoshtarikj

Contract No: **ADHS12-007886**

Amendment No. **5**

Table One (1)

**DELIVERABLES AT-A-GLANCE**

<b>PROGRAM</b>	
1	Attend All Partners Meeting
2	Attend ADHS Business Meeting
3	Attend your Region's Healthcare Coalition Meetings
4	Submit Budget and Work Plan
5	Attend Multi-Year Training and Exercise Workshop (MYTEP)
6	Submit Training and Exercise Plan
7	Have or have access to an Alert System
8	Provide ADHS a list of systems utilized in your EOC and for information sharing
9	Participate in Communication Pathway testing scenarios on a regularly basis
10	Submit Mid-Year and Annual Reports
11	Submit AAR/IPs to ADHS
12	Submit Training Validation Report
<b>COUNTY</b>	
13	Participate in a Functional Exercise to test ability to stand up and operate EOC
14	Participate in the Fatality Management Workshop
15	Review and update Mass Care/Sheltering Plans to incorporate additional measures to address At-Risk and Functional & Access Needs
16	Complete MCM Self-Assessment Tool and Submit MCM Plans to ADHS
17	Review RSS Site Survey and submit to ADHS
18	Participate in quarterly Inventory Management System drills
19	Complete 3 SNS Drills (CRI Counties – Maricopa and Pinal)
20	Collaborate w/ ADHS on NPI plan reviews and to complete bi-annual performance measure report
21	Participate in Epidemiology Trainings and Exercises
22	Conduct investigations, report outbreaks, conduct outreach to delayed reporters, submit summaries of outbreaks, complete monthly performance measure report, & enter info into MEDSIS

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>5</b>	Procurement Officer: Ana Shoshtarij

## ATTACHMENT B

### OUTBREAK SUMMARY FORM MINIMAL ELEMENTS

The following elements shall be completed on the ADHS Outbreak Summary Report Form, for the minimal elements to be considered complete:

1. For CONTEXT:
  - 1.1. County of Exposure;
  - 1.2. Case Information: # primary ill; # susceptible;
  - 1.3. Primary setting of exposure; and
  - 1.4. Could etiology be determined.
2. For INITIATION of INVESTIGATION:
  - 2.1. Date LHD first (1st) notified;
  - 2.2. Date ADHS first (1st) notified; and
  - 2.3. Date Investigation started.
3. For INVESTIGATION METHODS:
  - 3.1. Case Definition: Confirmed case; Probable Case; Suspect case (at least one should be filled out);
  - 3.2. Other Actions & Investigation methods: Interviewed cases; Interviewed controls; epi studies; traceback; case/pt samples; environmental samples, environmental health assessment; facility/establishment investigation (at least one should be filled out);
  - 3.3. Were specimens collected; and
  - 3.4. If yes, what is the confirmed etiology.
4. For INVESTIGATION FINDINGS:
  - 4.1. Were specimens collected;
  - 4.2. If yes, what is the confirmed etiology;
  - 4.3. Signs & Symptoms (at least one (1) filled out); and
  - 4.4. Was a specific contaminated food, water or environmental vehicle/source identified?
5. For DISCUSSION and/or CONCLUSIONS:
  - 5.1. Factors Contributing to an Outbreak: Foodborne; Waterborne; Nosocomial; Person to Person; Zoonotic or Vector (at least one (1) filled out.)
6. For RECOMMENDATIONS for CONTROLLING DISEASE:
  - 6.1. Outbreak Control section (at least one(1) filled out)
7. For KEY INVESTIGATORS:
  - 7.1. Key Investigator section



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist  
Gabriel Vigil

**Emergency Preparedness Program**

**It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:**

1. Effective July 1, 2013, replace Price Sheet, Page Two (2), of Amendment Three (3), with Price Sheet, Amendment Four (4). The Total Price Sheet is \$175,104.66.
2. Effective July 1, 2013, Replace Attachment A, Amendment Three (3), Pages Three (3) through Fifteen (15), with Attachment A, Pages Four (4) through Twenty Four (24), of this Amendment Four (4).

**All other provisions of this agreement remain unchanged.**

		<b>CONTRACTOR SIGNATURE</b>	
Gila County Health Department		_____	
<b>Contractor Name</b>		<b>Contractor Authorized Signature</b>	
5515 S. Apache Ave, Suite 400		_____	
<b>Address</b>		<b>Printed Name</b>	
Globe	AZ	85501	_____
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Title</b>
<b>CONTRACTOR ATTORNEY SIGNATURE</b>		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.	
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		<b>State of Arizona</b>	
_____		Signed this _____ day of _____ 20____	
<b>Signature</b>	<b>Date</b>	_____	
<b>Printed Name</b>		<b>Procurement Officer</b>	
Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.		<b>RESERVED FOR USE BY THE SECRETARY OF STATE</b>	
_____		<b>Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.</b>	
Signature Assistant Attorney General			
Date			
Printed Name:			



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist  
Gabriel Vigil

**Emergency Preparedness Program**

3. Delete in its entirety, Terms and conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and replace with the following:

**Health Insurance Portability and Accountability Act of 1996**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Office, Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

4. Delete in its entirety, Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.13, Scrutinized Businesses.



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. 4

Sr. Procurement Specialist  
Gabriel Vigil

**PRICE SHEET**

Fixed Price

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$175,104.66	\$175,104.66
<b>Total</b>			<b>\$175,104.66</b>

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS12-007886	<b>Attachment A</b>



Arizona Department of Health Services  
Bureau of Public Health Emergency Preparedness  
PHEP Cooperative Agreement Grant

# Public Health Emergency Preparedness Deliverables

---

**BP2**  
**Budget Year 2013-2014**



**REGIONS**

**CENTRAL NORTHERN**

**SOUTHEASTERN**

**WESTERN**

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**1. PROGRAM REQUIREMENTS:**

1.1 Arizona follows the established Emergency Medical Services boundaries to identify regions. The four identified regions are Northern, Central, Southeastern, and Western Regions. See Appendix 3 for reference.

1.1.1 Central Region PHEP partners include: Gila County, Maricopa County, Pinal County, and Gila River Indian Community.

1.1.2 Northern Region PHEP partners include: Apache County, Coconino County, Navajo County, Yavapai County, Hopi Tribe, Navajo Nation, and White Mountain Apache Tribe.

1.1.3 Southeastern Region PHEP partners include: Cochise County, Graham County Greenlee County, Pima County, Santa Cruz County, Pascua Yaqui Tribe, San Carlos Apache Tribe, and Tohono O’Odham Nation.

1.1.4 Western Region PHEP partners include: La Paz County, Mohave County, Yuma County, Cocopah Tribe, Colorado River Indian Tribes, Fort Mohave Indian Tribe, Kaibab – Paiute Tribe, and Quechan Tribe.

**1.2 Partnership/Coalition Meetings (*Central, Northern, Southeastern, and Western Regions*)**

The designated Public Health Emergency Coordinator or representative will attend ADHS Healthcare Coalition meetings within their region. These meetings will provide an opportunity for collaboration with healthcare facilities, county, state, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.

**1.3 Reporting**

Progress on these deliverables, performance measures, and activities conducted with funds from this grant will be reported in a timely manner for the Mid-Year and end of year report. These documents will be submitted to ADHS.

**1.4 Financial Requirements**

1.4.1 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

1.4.2 Match Requirement

The PHEP award requires a 10% “in-kind” or “soft” match from all the grant participants. Each recipient must include in their budget submission the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

1.4.3 Inventory

Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5000). Inventory list will be provided to ADHS.

1.4.4 Budget Spend Plan

Budget spend plans will be completed and submitted to ADHS after contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released.

1.4.5 Grant Activity Oversight

Maintain a full-time, part-time, or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities. Preparedness coordinator to have responsibility for oversight of all grant related activities. Cooperate and coordinate with ADHS in completing on- site visits pursuant to, and in compliance with Standard Operating Procedures for Sub-Recipient Monitoring.

1.4.6 Employee Certifications

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms must be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42

1.4.7 Activities and Purchases

Activities conducted under and purchases made with this award will be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 2 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this will be on a case by case basis and conducted by ADHS.

**1.5 Exercises**

1.5.1 Participate in the 2013-2014 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than September 6, 2013.

1.5.2 Support and participate in at least one ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2014.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

## 1.6 Corrective Actions

Track and manage corrective actions identified in responses and exercises. Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone, DSNS drill an executive summary and an IP must be provided to the ADHS SNS Coordinator.

## 1.7 Emergency Notification System

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This should include contact information for the primary, secondary, and tertiary individual for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, non-emergency position title, office telephone number, mobile telephone number, home telephone number, and email address loaded into ADHS Health Service Portal by September 30.

## 2. CAPABILITIES:

### 2.1 Capability 1: Community Preparedness

**Definition:** Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following:

- 2.1.1 Support the development of public health, medical and mental/behavioral health systems that support recovery
- 2.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents
- 2.1.3 Promote awareness of and access to medical and mental/behavioral health resources that help protect the community's health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals
- 2.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community
- 2.1.5 Identify those populations that may be at higher risk for adverse health outcomes
- 2.1.6 Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities (e.g., improvised nuclear device or hurricane)

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**2.1.7 Budget Period Short Term Goal:**

2.1.7.1 Goal 1. The State in collaboration with emergency management and homeland security will disseminate the Jurisdictional risk assessment for evaluation and analysis regarding risks to the public health. Local and Tribal health will develop a regional approach to address planning gaps.

2.1.7.2 Goal 2. Review written plans to ensure that they include a policy and process to participate in existing (e.g., led by emergency management) or new partnerships representing at least the following 11 community sectors: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; social services; housing and sheltering; media; mental/behavioral health; state office of aging or its equivalent; education and childcare settings.

**2.2 Capability 2: Community Recovery**

2.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

2.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

**2.2.3 Budget Period Short Term Goal:**

Goal 1: Establish a statewide baseline for post-incident recovery and make recommendations for systemic improvement for the state of Arizona PHEP stakeholders by developing an assessment tool in order to evaluate healthcare system recovery, behavioral health care, and human services recovery needs, along with resource availability.

**2.3 Capability 3: Emergency Operations Coordination**

2.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**2.3.2 Budget Period Short Term Goal:**

2.3.2.1 **Goal 1:** ADHS will acquire situational awareness information in order to determine if and to what extent Health Emergency Operations Center (HEOC) activation is necessary in order to provide a statewide public health common operating picture. This short-term goal will demonstrate the ability of the HEOC to collect the essential elements of information from the Local Health Departments.

2.3.2.2 **Goal 2:** WebEOC access and the application will be extended to the 15 local Health Departments and any Tribes who request access to the application. This short-term goal will be measured by the execution of the WebEOC application with statewide partners.

2.3.2.3 **Goal 3:** Sustain the Health Emergency Operating Center (HEOC) functionality by ensuring competency in staff assembly times, training, and job specific functions.

**2.4 Capability 4: Emergency Public Information and Warning**

2.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

**2.4.2 Budget Period Short Term Goal:**

2.4.2.1 **Goal 1:** Leverage existing technologies to communicate with and inform the response partners and the general public during operational exercises, on-going drills, and responses. This short term goal will be measured and tracked through the documentation of drills and through the qualitative and quantitative evaluation of exercises and responses in After Action Reports and Improvement Plans (AAR/IPs).

2.4.2.2 **Goal 2:** Sustain the ability of state, local, and healthcare facility public information officers to coordinate, develop, and disseminate public information through the conducting of and evaluation of at least one operational exercise. The ability of public information officers to determine the need for public information systems establish and participate in information systems, and establish avenues for public interaction and exchange will be quantitatively and qualitatively evaluated in the context of an AAR/IP.

**2.5 Capability 5: Fatality Management**

2.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders and survivors of an incident.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**2.5.2 Budget Period Short Term Goal:**

- 2.5.2.1 **Goal 1.** Identify specific roles and support functions between Arizona Department of Health, county Public Health, law enforcement, medical examiners, and private sector partners during a Fatality Management response.
- 2.5.2.2 **Goal 2.** Coordinate between internal and external partners to facilitate access to resources when demand on local jurisdiction exceeds capacity to support fatalities from an incident. Ensure resource request are in accordance with public health jurisdictional standards and practices and as requested by lead jurisdictional authority. This will result in the development and implementation of resource request process.
- 2.5.2.3 **Goal 3.** Survey county and tribal partners to identify training in support of Fatality Management operations to include: mental/behavioral health services, death notification, relief to families, and spiritual care. Utilization of a survey prior to and post training will measure increased knowledge.

**2.6 Capability 6: Information Sharing**

- 2.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.
- 2.6.2 **Maintain or Have Access to a Notification System**  
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners.
- 2.6.3 **Provide Emergency Notification System Contact Information and Participate in Bimonthly Communications Drills.**  
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in Bimonthly Communication Drills. Drill results will be provided to ADHS after each drill.
- 2.6.4 **Budget Period Short Term Goal:**
  - 2.6.4.1 **Goal 1.** Conduct multi-jurisdictional and multi-disciplinary exchange of health related information and situational awareness with all County and Tribal and local ESF-8 partners statewide. This short-term goal will be measured by 8% increased membership to the interoperable communication systems such as the Health Alert Network.
  - 2.6.4.2 **Goal 2.** Disseminate accurate and appropriate information to the County and Tribal and local ESF-8 partners statewide. This goal will be measured by the development of an information generation/sharing protocol.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

## 2.7 Capability 7: Mass Care

2.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

### 2.7.2 Budget Period Short Term Goal:

2.7.2.1 **Goal 1.** Determine the jurisdictional public health roles and responsibilities in conjunction with Emergency Support Function 6, 8, and 11 partners. . Consolidation of information will result in the completion of a statewide plan that will support Mass care operations.

2.7.2.2 **Goal 2.** In conjunction with state and local partners, including emergency management and Red Cross collaborate to identify a tool for health screening of individuals during shelter operations. Some elements of the tool may be, immediate medical needs, mental health needs, sensory impairment or other disability, medication use, need for assistance with activities of daily living, and substance abuse. The outcome will be a recommendation to the Emergency Preparedness Task Force for inclusion in a standard operating procedure for the intake process during shelter operations and the clarification of the request process for needed supplies in support of shelter operations for access and functional needs..

## 2.8 Capability 8: Medical Countermeasure Dispensing

2.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

### 2.8.2 Budget Period Short Term Goal:

2.8.2.1 **Goal 1.** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for the rapid dispensing of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.8.2.2 **Goal 2.** Coordination between SNS Coordinator and epidemiological staff will streamline the incorporation of investigation data into the SNS request process.

#### 2.8.2.2.1 Develop or Update Medical Countermeasure Dispensing Plans

Written plans should include: standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request, receive, distribute,

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

dispense, and manage medical countermeasures within 48 hours of request. Planning should include all memoranda of understandings or other letters of agreement with state/local/tribal partners; and written agreements (e.g., memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement) to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities. Update/ revise SNS Plans based upon training improvements, quarterly meeting notes, identified threats and regional risk assessments, partner involvement and post plans onto ADHS Health Service Portal.

**2.9 Capability 9: Medical Materiel Management & Distribution**

2.9.1 **Definition:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

**2.9.2 Budget Period Short Term Goal:**

2.9.2.1 **Goal 1:** ADHS, County, and Tribal partners will meet quarterly to share best practices and lessons learned from Exercises for Medical Materiel Management and Distribution of medical countermeasures during a public health emergency. Collaborative review will occur during the Arizona Local Public Health Emergency Response Association (ALPHERA) and Regional Coalition meetings. By the end of BP2, all County, State, and Tribal plans will have been reviewed in their entirety.

2.9.2.2 **Goal 2:** Collaborate with the Arizona Board of Pharmacy (AZBP) to develop a query protocol of pharmacies during a public health emergency. The protocol will support ADHS in determining the current standard inventory of medical countermeasures and will allow for streamlined request of medical countermeasures. By the end of BP2, the protocol will be an annex to ADHS SNS Plan.

Participate in Inventory Management System quarterly drills in support of medical material management and distribution of medical countermeasures.

**2.9.3 Drill Requirement**

Each County will conduct at least two different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January 10, 2014 and April 25, 2014 respectively.

2.9.3.1 Staff notification, acknowledgement and assembly

2.9.3.2 Site activation: notification, acknowledgement and assembly

2.9.3.3 Facility Setup

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

2.9.3.4 Pick List Generation

2.9.3.5 Dispensing Throughput

**2.9.4 Cities Readiness Initiative (CRI) Drill Requirement**

Each CRI will conduct at least three different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan must be submitted for each drill. Jurisdictions shall provide ADHS with the Target Metrics by January, 10, 2014, and April 25, 2014 respectively.

2.9.4.1 Staff notification, acknowledgement and assembly

2.9.4.2 Site activation: notification, acknowledgement and assembly

2.9.4.3 Facility Setup

2.9.4.4 Pick List Generation

2.9.4.5 Dispensing Throughput

2.9.4.6 Public Health Decision Making Tool

**2.10 Capability 10: Medical Surge**

2.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

**2.10.2 Budget Period Short Term Goal:**

2.10.2.1 **Goal 1.** Coordinate jurisdiction's healthcare response through the collection and analysis of health data to define the needs of the incident and available healthcare staffing and resources. This will be measured by the results of monthly communication drills, and expansion of data being requested during Medical Surge exercises/operations.

2.10.2.2 **Goal 2.** As part of the regional Health Care Coalitions, help define public health role and the processes to obtain information relating to situational awareness in support of medical surge operations. This process will be tested in exercises during BP2.

**2.11 Capability 11: Non-Pharmaceutical Interventions**

2.11.1 **Definition:** Non-pharmaceutical interventions are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

2.11.1.1 Isolation and quarantine

2.11.1.2 Restrictions on movement and travel advisory/warnings

2.11.1.3 Social distancing

2.11.1.4 External decontamination

2.11.1.5 Hygiene

2.11.1.6 Precautionary protective behaviors

**2.11.2 Budget Period Short Term Goal:**

2.11.2.1 **Goal 1.** Maintain and enhance existing plans to address NPIs for multiple incidents. Communication plans will be updated and/or maintained to share intervention activities with partners and the public. Plans will also include processes to address vulnerable populations as well as procedures to enable the scalable implementation of the intervention

**2.12 Capability 13: Public Health Surveillance and Epidemiological Investigation**

2.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners should maintain the capacity for surveillance, investigation, and control of infectious diseases and public health incidents. Partners should work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans should include processes and protocols to gather and analyze data from reportable condition surveillance (i.e., conditions for which jurisdictional law mandates name-based case reporting to public health agencies). Jurisdictions should plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

**2.12.2 Participate in State Testing of the Communicable Disease On-call System**

Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

- 2.12.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually**  
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall also participate in the MEDSIS quarterly meetings. Arizona utilizes MEDSIS to conduct reportable disease surveillance.
- 2.12.4 Conduct Outreach to Delayed Reporters**  
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting.
- 2.12.5 Participate in Epidemiology Trainings and Exercises**  
Jurisdictions shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least 10 out of 12), "How to" Presentations (at least 80%) and the Arizona Infectious Disease Training and Exercise. Attendance will be monitored by ADHS for use in grant reporting.
- 2.12.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents**  
Investigation actions should include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation.
- 2.12.7 Report All Identified Outbreaks Within 24 Hours**  
Jurisdictions shall Report all of identified outbreaks to ADHS within 24 hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum, include the information identified in Appendix 1.
- 2.12.8 Submit Outbreak Summaries to ADHS**  
Outbreak summaries must be submitted to ADHS within 30 days of outbreak closure for all outbreaks investigated.
- 2.12.9 Initiate Control Measures within the Appropriate Timeframe**  
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 for details related to control measure initiation and selected diseases.
- 2.12.10 Develop a plan to address and/or identify non-reporters**  
Local jurisdictions shall develop a brief plan to identify non-reporters and provide outreach to these reporters. (i.e., review all healthcare facilities in the jurisdiction and cross-check with cases reported in MEDSIS to identify non-reporters.)
- 2.12.11 Complete monthly performance measure report form**  
Jurisdictions shall complete the monthly PHEP performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting and monitoring outbreaks in

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting.

**2.12.12 Budget Period Short Term Goal:**

2.12.12.1 **Goal 1.** Maintain and enhance public health informatics infrastructure, including the state- wide electronic disease reporting system (MEDSIS), electronic laboratory reporting and syndromic surveillance systems to allow state and local-level epidemiologists to better collect data, track health events and analyze disease trends. This goal will be measured by the number of reports generated using the various surveillance systems, the integration of a new outbreak module into MEDSIS and the increase in the number of laboratories reporting electronically to ADHS.

2.12.12.2 **Goal 2.** Create and maintain protocols for investigation and communication and provide monthly trainings to improve the ability of health departments in Arizona to identify outbreaks and determine the source of infection or exposure. Goal measured by the number of trainings held throughout the grant period, the number of investigations initiated and by the percent of epidemiologists meeting CSTE Epidemiology Tier 1 core competencies.

**2.13 Capability 14: Responder Safety and Health**

2.13.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

**2.13.2 Budget Period Short Term Goal:**

2.13.2.1 **Goal:** Conduct gap assessment to determine the percent of healthcare coalitions that have systems and processes in place to preserve healthcare system functions to protect the coalition member employees (including non-healthcare).

**2.14 Capability 15: Volunteer Management**

2.14.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

**2.14.2 Budget Period Short Term Goal:**

2.14.2.1 **Goal:** Enhance the Volunteer Response Program for the members of the Healthcare Coalitions and volunteer organizations by developing updated plans, guidelines, forms and training as well as promote the utilization of the State Volunteer Management System (ESAR-VHP) at the local level to increase the credentialed volunteer database by 8%. The outcome will be measured by

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

increased revised/updated plans, new standard operating procedures, and forms for healthcare coalitions, ESF 8 partners, and local volunteer organizations for volunteer management and increased utilization of the AZ ESAR-VHP database for all volunteer organizations in Arizona.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**Table 1- Deliverables “At a Glance”**

PROGRAM REQUIREMENTS APPLICABLE TO ALL PARTNERS	
1	<b>Partnership/Coalition Meetings Attendance:</b> Designated PHEP Coordinator or representative will attend meetings within their region
2	<b>Reporting:</b> Mid-Year and End of Year Reports
3	<b>Financial Requirements:</b> Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Activities and Purchases
4	<b>Exercises:</b> Participate in the 2013-2014 ADHS Training and Exercise Plan Workshop, Provide ADHS agency specific HSEEP TEP no later than September 6, 2013
5	<b>Exercises:</b> Conduct and Participate in at least one ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health.
6	<b>Exercises:</b> Submit at Least One After Action Report from HSEEP Compliant Exercise or Real Event to ADHS by June 10, 2014
7	<b>Corrective Actions:</b> Develop and maintain Tracking Tool for AAR/IPs
GOALS/OBJECTIVES	
1	<b>Community Preparedness:</b> Local and Tribal health will develop a regional approach to address planning gaps identified
	<b>Community Preparedness:</b> Review/update written plans to ensure they include policy and process to participate in partnerships representing at least the 11 identified community sectors
2	<b>Community Recovery:</b> Evaluate healthcare system, behavioral health care and human services recovery needs, along with resource availability.
3	<b>Emergency Operations Coordination:</b> Local Health Departments gain access to WebEOC for their identified key staff
4	<b>Emergency Public Information:</b> Conduct regularly scheduled, ongoing communications drills with ADHS to ensure equipment and staff are ready for real-world responses
5	<b>Fatality Management:</b> Identify specific roles and functions during a Fatality Management response
6	<b>Information Sharing:</b> Provide Emergency Notification System Contact Information and Participate in System Tests
7	<b>Mass Care:</b> Identify Local Health roles and responsibilities to provide health services, and shelter services during a mass care incident

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

8	<b>Medical Countermeasure Dispensing:</b> Meet with ADHS SNS Coordinator quarterly to review Medical Countermeasure Dispensing Plans for the alignment of State and Local deployment of medical countermeasures
	<b>Medical Countermeasure Dispensing Drills Non-CRI:</b> Each County conduct at least two different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
	<b>Medical Countermeasure Dispensing CRI:</b> Cities Readiness Initiative (CRI) Drill requirement, Each County conduct at least three different SNS drills provide ADHS the target metrics by January 10, 2014 and April 25, 2014
9	<b>Medical Materiel Management &amp; Distribution:</b> Participate in ADHS quarterly inventory Management System drills
10	<b>Medical Surge:</b> Participate in ADHS monthly communication drills with healthcare system partners
10	<b>Medical Surge:</b> Assist Coalition in developing processes for obtaining coalition-level situational awareness
11	<b>Non-Pharmaceutical Interventions:</b> Review plans to ensure the address NPIs for multiple incidents, updated plans as required to share intervention activities with partners and the public
13	<b>Public Health Surveillance and Epidemiological Investigation:</b> Participate in State testing of the communicable disease on-call system- Counties Only
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Participate in at least 80% of the Epidemiological Surveillance and Capacity meetings
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct investigations of reported urgent diseases and public health incidents.
	<b>Public Health Surveillance and Epidemiological Investigation:</b> Report All Identified Outbreaks within 24 Hours (see Appendix 1)

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

	<b>Public Health Surveillance and Epidemiological Investigation:</b> Submit Outbreak Summaries to ADHS (within 30 Days of Outbreak Closure for all Outbreaks Investigated)
	<b>Public Health Surveillance and Epidemiological Investigation - Mitigation Actions:</b> Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)
14	<b>Responder Safety and Health:</b> Complete a gap assessment survey to identify system and processes in place to preserve and maintain healthcare system functions and provide an inventory of Personal Protective Equipment.
15	<b>Volunteer Management:</b> Complete a volunteer needs assessment provided by ADHS which will include, identification of situations that would necessitate the need for volunteers in healthcare organizations, estimations of the anticipated volunteers, resource needs, identification of the health professional roles and known liability issues.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

APPENDIX 1

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

**Outbreak Reporting Table – July 1, 2013-June 30, 2014:**

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

APPENDIX 2

1. Initiation of control measures can include:
  - 1.1 Initiation of an appropriate control measure
  - 1.2 A recommendation for initiation of a control measure
  - 1.3 A decision not to initiate or recommend a control measure
  - 1.4 Documented inability to initiate a control measure despite an effort to do so
  
2. Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

**Public Health Control Measures and Timeframes:**

<b>Disease /agent</b>	<b>Example control measures</b>	<b>Initiation timeframe</b>
<b>Botulism</b>	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within 24 hours of initial case identification
<b><i>E. coli</i> (STEC)</b>	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within 3 days of initial case identification
<b>Hepatitis A, Acute</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within 1 week of initial case identification
<b>Measles</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within 24 hours of initial case identification
<b>Meningococcal Disease</b>	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within 24 hours of initial case identification
<b>Tularemia</b>	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within 48 hours b) within 48 hours of initial case identification

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>  <b>Attachment A</b>
ADHS12-007886	

APPENDIX 3

<b>CENTRAL REGION</b>
<b>County</b>
<b>GILA</b>
<b>MARICOPA</b>
<b>PINAL</b>
<b>Tribal</b>
<b>GILA RIVER INDIAN COMMUNITY</b>
<b>NORTHERN REGION</b>
<b>County</b>
<b>APACHE</b>
<b>COCONINO</b>
<b>NAVAJO</b>
<b>YAVAPAI</b>
<b>Tribal</b>
<b>HOPI TRIBE</b>
<b>NAVAJO NATION</b>
<b>WHITE MOUNTIAN APACHE TRIBE</b>
<b>SOUTHERN REGION</b>
<b>County</b>
<b>COCHISE</b>
<b>GRAHAM</b>
<b>GREENLEE</b>
<b>PIMA</b>
<b>SANTA CRUZ</b>
<b>Tribal</b>
<b>PASCUA YAQUI TRIBE</b>
<b>SAN CARLOS APACHE TRIBE</b>
<b>TOHONO O'ODHAM NATION</b>

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS12-007886	<b>Attachment A</b>

**WESTERN REGION**

**County**

**LA PAZ**

**MOHAVE**

**YUMA**

**Tribal**

**COCOPAH TRIBE**

**COLORADO RIVER INDIAN TRIBES**

**FORT MOJAVE INDIAN TRIBE**

**KAIBAB - PAIUTE TRIBE**

**QUECHAN TRIBE**



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**  
1740 W. Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: **ADHS12-007886**

Amendment No. **3**

Procurement Specialist  
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective July 1, 2012, replace the Price Sheet, Page Two (2), of Amendment Two (2), with the Price Sheet, of this Amendment Three (3), Page Two (2). The total Price Sheet, effective with this Amendment Three (3), is \$166,738.00.
2. Effective July 1, 2012, replace Attachment A, of the original Contract, Pages Fifteen (15) through Twenty (20), with Attachment A, Pages Three (3) through Fifteen (15), of this Amendment Three (3).

All other provisions of this agreement remain unchanged.

**CONTRACTOR SIGNATURE**

Gila County Health and Emergency Services  
Contractor Name

5515 S. Apache Ave, Suite 400  
Address

Globe AZ 85501  
City State Zip

Contractor Authorized Signature

Tommie C. Martin

Printed Name

Chairman, Board of Supervisors

Title

10/9/12

**CONTRACTOR ATTORNEY SIGNATURE**

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

10/9/2012  
Signature Date

Bryan B. Chambers

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 25<sup>th</sup> day of October 2012

Procurement Officer

Attorney General Contract No P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

10-22-12  
Signature Date

Assistant Attorney General

Printed Name: Laura Flores

**RESERVED FOR USE BY THE SECRETARY OF STATE**

**Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No. <b>3</b>	Procurement Specialist Cindy Sullivan

**PRICE SHEET**  
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$166,738.00	\$ 166,738.00
<b>Total</b>			<b>\$ 166,738.00</b>

FY 12-13

# Public Health Emergency Preparedness Deliverables

---

## BP1 Budget Year 2012-2013

### Tier Definitions<sup>1</sup>

**Tier I:**  
Allocation of  
\$300,000.00 and up

**Tier II:**  
Allocation of  
\$150,000.00 to \$299,999.99

**Tier III:**  
Allocation of  
\$50,000.00 to \$149,999.99

**Tier IV:**  
Allocation of  
\$0.01 to \$49,999.99

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**A. PROGRAM REQUIREMENTS:**

1. Partnership/Coalition Meetings (*Northern, Central, Western, and Southern Regions*):  
The designated Public Health Emergency Coordinator or representative shall attend ADHS Healthcare Coalition meetings within their region. These meetings shall provide an opportunity for collaboration with healthcare facilities, County, State, tribal, and other response partners. Partnerships/coalitions shall continue to plan and develop memoranda of understanding (MOU) to share assets, personnel and information. Coalition members shall maintain plans to unify ESF-8 management of healthcare during a public health emergency, and integrate communication with jurisdictional command in the area.
2. Reporting  
Progress on these deliverables, performance measures and activities conducted with funds from this Grant shall be reported in a timely manner for the Mid-Year and end of year report. These documents shall be submitted to ADHS.
3. Financial Requirements
  - 3.1 Performance: Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards;
  - 3.2 Match Requirement: The PHEP award requires a 10% "in-kind" or "soft" match from all the Grant participants. Each recipient shall include in their budget submission the format they shall use to cover the match and method of documentation. Failure to include the match formula shall preclude funding;
  - 3.3 Inventory: Provide by mid-year, a completed Inventory List to include all capital equipment (dollar amount above \$5,000). Inventory list shall be provided to ADHS;
  - 3.4 Budget Spend Plan: Budget spend plans shall be completed and submitted to ADHS after Contractor signature. Your budget spend plan needs to be reviewed and approved by ADHS before funding is released;
  - 3.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all Grant related activities;
  - 3.6 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. These certification forms shall be prepared at least semiannually signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42; and
  - 3.7 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables may be allowed if assurances are made that all assigned deliverables for BP1 shall be completed. Approval for this shall be on a case by case basis and conducted by ADHS.
4. Exercises
  - 4.1 Participate in the 2012-2013 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2012; and

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS12-007886	<b>Attachment A</b>

4.2 Support and participate in at least two (2) ADHS sponsored HPP and PHEP/SNS exercises. Exercise participation and support activities may include exercise play, simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings. Submit the After Action Reports (AARs) and Improvement Plans (IP) for each exercise to ADHS by June 10, 2013.

5. Corrective Actions:

Track and manage corrective actions identified in responses and exercises. Ensure after action reports AAR and IP are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After a standalone DSNS drill an executive summary and an IP shall be provided to the ADHS SNS Coordinator.

6. Emergency Notification System

Provide ADHS with an updated "County/Tribal Public Health Emergency Contact Information Sheet. This shall include contact information for the primary, secondary and tertiary individual for the Public Health Incident Management System (eg Incident Commander, Operations, etc.) The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

**B. CAPABILITY REQUIREMENTS:**

1. Capability 1: Community Preparedness

1.1 Definition: Community preparedness is the ability of communities to prepare for, withstand, and recover in both the short and long terms from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, State, local, and territorial, public health's role in community preparedness is to do the following:

1.1.1 Conduct a Jurisdictional Risk Assessment: The jurisdictional risk assessment, at a minimum, shall address:

1.1.1.1 Organization objectives and priorities for response based on the Hazard Vulnerability Assessment and Risk assessment,

1.1.1.2 Include the needs of at-risk and vulnerable individuals,

1.1.1.3 Identify priority healthcare assets and essential services,

1.1.1.4 Estimates of anticipated number of casualties that contribute to surge and fatality management planning,

1.1.1.5 Existing inputs from emergency management risk assessment data, health department programs, community engagements, and other applicable sources, that identify and prioritize jurisdictional hazards and health vulnerabilities,

1.1.1.6 Potential hazards, vulnerabilities, and risks in the community related to the public health, medical, and mental/behavioral health systems,

1.1.1.7 The relationship of these risks to human impact, interruption of public health, medical, and mental/behavioral health services, and

1.1.1.8 The impact of those risks on public health, medical, and mental/behavioral health infrastructure.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

2. Capability 5: Fatality Management

- 2.1 Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident; and
- 2.2 Develop/Update Written Plans to Include: Processes and protocols developed in conjunction with jurisdictional mental/behavioral health partners to identify services to provide to survivors after an incident involving fatalities. Written plans shall include a contact list of pre-identified resources that shall provide mental/behavioral health support to responders and families according to the incident. Consideration shall be given to the inclusion of the following elements:
  - 2.2.1 Mental/behavioral health professionals,
  - 2.2.2 Spiritual care providers,
  - 2.2.3 Hospices,
  - 2.2.4 Translators, and
  - 2.2.5 Embassy and Consulate representatives when international victims are involved.

3. Capability 6: Information Sharing

- 3.1 Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, State, County, local, territorial, and tribal levels of government, and the private sector;
- 3.2 Written plans shall include a protocol for the development of public health alert messages that include the following elements:
  - 3.2.1 Time sensitivity of the information,
  - 3.2.2 Relevance to public health,
  - 3.2.3 Target audience,
  - 3.2.4 Security level or sensitivity,
  - 3.2.5 The need for action may include:
    - 3.2.5.1 Awareness,
    - 3.2.5.2 Request a response back, and
    - 3.2.5.3 Request that specific actions be taken.
- 3.3 Maintain or Have Access to a Notification System  
Jurisdictions shall maintain or have access to a notification system to share health updates and alerts, including epidemiological, clinical, and situational awareness data, with key healthcare partners
- 3.4 Provide Emergency Notification System Contact Information and Participate in System Tests  
Jurisdictions shall provide ADHS with emergency contact information sheets semi-annually and participate in system tests twice a year. Test results shall be provided to ADHS.

Contract Number ADHS12-007886	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
----------------------------------	---

4. Capability 8: Medical Countermeasure Dispensing

4.1 Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures including, but not limited to, vaccines, antiviral drugs, antibiotics, and antitoxin in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

4.2 Develop or Update Medical Countermeasure Dispensing Plans

Written plans shall include: Standard operating procedures that provide guidance to identify the medical countermeasures required for the incident or potential incident; protocols to request additional medical countermeasures, including memoranda of understanding or other letters of agreement with State/local partners; and written agreements, for example, memoranda of agreement, memoranda of understanding, mutual aid agreements or other letters of agreement to share resources, facilities, services, and other potential support required during the medical countermeasure dispensing activities.

4.3 Cities Readiness Initiative (CRI) Drill Requirement

Conduct at least three (3) different SNS drills utilizing the Target Metric template provided by DSNS/ADHS. An executive summary and improvement plan shall be submitted for each drill. One (1) of the three (3) drills shall be the ADHS Sponsored DSNS Inventory Resource Management System drill. Jurisdictions shall provide ADHS with the Target Metrics by January 13, 2013 and June 15 2013 respectively. The remaining two (2) drills, which shall be completed by June 30, 2013, can be selected from the listing below:

4.3.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.3.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.3.3 Staff Notification, Acknowledgement and Assembly, and

4.3.4 Resource Allocation game.

4.4 Drill Requirement

Tier I and Tier II jurisdictions are required to participate in the ADHS Sponsored DSNS Inventory Resource Management System Drill. These public health jurisdictions shall also conduct at least one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS. This drill may be conducted in conjunction with a larger exercise or on its own. The associated data tool shall be completed and provided to ADHS by June 30 2013, selected from the listing below:

4.4.1 Dispensing through-put data collection from exercise with specified CDC-identified metrics or virtual practice using CDC Real Opt Data Collection Program,

4.4.2 Timed Point of Dispensing (POD) set up per County Plan (Facility Set-up): to receive credit from the CDC a completed Excel-based spreadsheet (provided by the SNS Coordinator) shall be submitted to ADHS,

4.4.3 Staff Notification, Acknowledgement and Assembly, or

4.4.4 Resource Allocation game.

<b>Contract Number</b> <b>ADHS12-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
--	---

4.5 Drill Requirement

Tier III partners that plan to establish point(s) of dispensing in an emergency, shall conduct one (1) DSNS drill utilizing the Target Metric template provided by DSNS/ADHS by October 9, 2012. One (1) of the following drills shall be performed:

- 4.5.1 Dispensing through-put data collection,
- 4.5.2 Decision Making Assessment Tool,
- 4.5.3 Facility Set Up, or
- 4.5.4 Pick List Generation.

5. Capability 10: Medical Surge

5.1 Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised; and

5.2 Written Plans in Support of Medical Surge will be Developed or Updated  
 Plans shall include: documentation of staff assigned (and training in advance) to fill public health incident management roles as applicable to a given response; process to engage in healthcare coalitions and understand the role that each coalition partner shall play, to obtain situational awareness; documentation of process or protocol for how the health agency shall access volunteer resources through the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and the Medical Reserve Corps program of credentialed personnel available for assistance during an incident.

6. Capability 13: Public Health Surveillance and Epidemiological Investigation

6.1 Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Local public health partners shall maintain the capacity for surveillance, investigation and control of infectious diseases and public health incidents. Partners shall work with ADHS to accomplish these functions if capacity is limited at the local level.

Electronic exchange of personal health information shall meet applicable patient privacy-related laws and standards, including State or territorial laws.

These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services

Written plans shall include processes and protocols to gather and analyze data from reportable condition surveillance including, but not limited to, conditions for which jurisdictional law mandates name-based case reporting to public health agencies. Jurisdictions shall plan to receive Electronic Laboratory Reporting for reportable conditions from healthcare providers using national Meaningful Use standards.

6.2 Participate in State Testing of the Communicable Disease On-call System  
 Jurisdictions shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests;

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

- 6.3 Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually  
Jurisdictions shall provide ADHS staff with contact information for the MEDSIS liaison on a semi-annual (every 6 months) basis. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. Arizona utilizes MEDSIS to conduct reportable disease surveillance;
  - 6.4 Conduct Outreach to Delayed Reporters  
Jurisdictions shall conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code). Delayed reporters can be identified through quarterly timeliness reports generated by ADHS or county-specific surveillance systems. Report on the percentage of delayed reporters educated about timeliness of reporting;
  - 6.5 Validate Communicable Disease Reporting  
Jurisdictions shall validate communicable disease reporting using hospital discharge and mortality surveillance databases. Jurisdictions shall follow up with non-reporters identified and develop educational plans to address any reporting gaps identified;
  - 6.6 Conduct Investigations of Reported Urgent Diseases and Public Health Incidents  
Investigation actions shall include the following as necessary: case identification, specimen collection, case investigation/characterization, and control measure implementation;
  - 6.7 Report All Identified Outbreaks Within 24 Hours  
Jurisdictions shall Report all identified outbreaks to ADHS within twenty-four (24) hours; include documentation on outbreak investigation activities as part of your mid-year and end-of-year reports to ADHS. At a minimum include the information identified in Appendix 1 of Attachment A;
  - 6.8 Submit Outbreak Summaries to ADHS  
Outbreak summaries shall be submitted to ADHS within thirty (30) days of outbreak closure for all outbreaks investigated; and
  - 6.9 Initiate Control Measures within the Appropriate Timeframe  
Indicate time of control measure initiation in the case management screen of MEDSIS. If MEDSIS case management screen is unavailable, document control measure timeliness in a data collection tool. See Appendix 2 of Attachment A for details related to control measure initiation and selected diseases.
7. Capability 15: Volunteer Management
- 7.1 Definition: Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance;
  - 7.2 Develop/Update Volunteer Management Plans  
Written plans shall address anticipated volunteer needs in response to incidents, situations identified in the jurisdictional risk assessment including the following elements:
    - 7.2.1 Identification of functional roles,
    - 7.2.2 Skills, knowledge, or abilities needed for each volunteer task or role,
    - 7.2.3 Description of when the volunteer actions shall happen,
    - 7.2.4 Identification of jurisdictional authorities that govern volunteer liability issues and scope of practice,
    - 7.2.5 Written plans shall include Memoranda of understanding or other letters of agreement with jurisdictional volunteer sources

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
ADHS12-007886	

7.2.6 Partnership agreements shall include plans for the following:

- 7.2.6.1 Partner organizations' promotion of public health volunteer opportunities,
- 7.2.6.2 Referral of all volunteers to register with jurisdictional Medical Reserve Corps and/or ESAR-VHP,
- 7.2.6.3 Policies for protection of volunteer information, including destruction of information when it is no longer needed,
- 7.2.6.4 Liability protection for volunteers,
- 7.2.6.5 Efforts to continually engage volunteers through routine community health activities, and
- 7.2.6.6 Documentation of the volunteer's affiliations at local, State, and federal levels, and provision for registered volunteer identification cards denoting volunteers' area of expertise.

**Table 1- Deliverables “At a Glance”**

	<b>PROGRAM REQUIREMENTS for BP1</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
1	<b>Partnership/Coalition Meetings Attendance</b>	X	X	X	X
2	<b>Reporting:</b> Mid-Year and End of Year Reports	X	X	X	X
3	<b>Financial Requirements:</b> Performance, Match Requirement, Inventory, Budget Spend Plan, Grant Activity Oversight, Employee Certifications, Alignment of Activities and Purchases	X	X	X	X
4	<b>Exercises:</b> Participate in the 2012-2013 ADHS Training and Exercise Plan Workshop	X	X	X	X
5	<b>Exercises:</b> Conduct and Participate in ADHS Sponsored HPP and PHEP/SNS Program Exercises and Public Health for a Minimum of Two (2) Exercises.	X	X	X	X
6	<b>Exercises:</b> Submit at Least One (1) After Action Report from HSEEP Compliant Exercise or Real Event	X	X	X	
7	<b>Corrective Actions:</b> Develop and maintain Tracking Tool for AAR/IPs	X	X	X	X
	<b>CAPABILITY REQUIREMENTS</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
8	<b>Community Preparedness:</b> Submit Jurisdictional Risk Assessment	X	X	X	X
9	<b>Fatality Management:</b> Develop/Update Written Plans	X	X	X	X
10	<b>Information Sharing:</b> Develop/Update Written Plans to Exchange Information to Determine a Common Operating Picture	X	X	X	X
11	<b>Information Sharing:</b> Maintain or Have Access to a Notification System	X	X	X	X
12	<b>Information Sharing:</b> Provide Emergency Notification System Contact Information and Participate in System Tests.	X	X	X	
13	<b>Medical Countermeasure Dispensing:</b> Develop or Update Medical Countermeasure Dispensing Plans	X	X	X	X
14	<b>Medical Countermeasure Dispensing:</b> Cities Readiness Initiative (CRI) Drill requirement	X			

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS12-007886	<b>Attachment A</b>

15	<b>Medical Countermeasure Dispensing:</b> Drill Requirement	X	X	X	
16	<b>Medical Surge:</b> Written Plans in support of Medical Surge shall be developed or updated	X	X		
17	<b>Public Health Surveillance and Epidemiological Investigation:</b> Participate in State testing of the communicable disease on-call system- Counties Only	X	X	X	
18	<b>Public Health Surveillance and Epidemiological Investigation:</b> Provide ADHS Staff with Contact Information for MEDSIS Liaison Semi-annually	X	X	X	
19	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct outreach to delayed reporters (entities reporting cases of disease later than timeframes allowed by Arizona Administrative Code)- Counties Only	X			
20	<b>Public Health Surveillance and Epidemiological Investigation:</b> Validate Communicable Disease Reporting using Hospital Discharge and Mortality Databases- Counties Only	X	X		
21	<b>Public Health Surveillance and Epidemiological Investigation:</b> Conduct investigations of reported urgent diseases and public health incidents.	X	X	X	X
22	<b>Public Health Surveillance and Epidemiological Investigation :</b> Report All Identified Outbreaks within twenty-four (24) Hours (see Appendix 1)	X	X	X	
23	<b>Public Health Surveillance and Epidemiological Investigation:</b> Submit Outbreak Summaries to ADHS (within thirty (30) Days of Outbreak Closure for all Outbreaks Investigated)	X	X	X	

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>			
ADHS12-007886	<b>Attachment A</b>			

24	<b>Public Health Surveillance and Epidemiological Investigation - Mitigation Actions:</b> Initiate Control Measures within the Appropriate Timeframe (see Appendix 2)	<b>X</b>	<b>X</b>	<b>X</b>	
25	<b>Volunteer Management:</b> Develop/Update Volunteer Management Plan	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT Attachment A</b>
ADHS12-007886	

**APPENDIX 1**

Outbreaks include all notifiable cases and clusters, but should exclude: conjunctivitis, strep throat/group A streptococcal infection, influenza-like illness, RSV, lice, scabies, HIV, STD, and TB.

**Outbreak Reporting Table – July 1, 2012-June 30, 2013:**

# of outbreak reports received	# of outbreaks investigated	# of outbreaks with specimens collected (human or animal)	# of outbreak investigations with reports generated	# of outbreak investigations with complete reports or summary forms submitted to ADHS

**APPENDIX 2**

- Initiation of control measures can include:
  - Initiation of an appropriate control measure
  - A recommendation for initiation of a control measure
  - A decision not to initiate or recommend a control measure
  - Documented inability to initiate a control measure despite an effort to do so
  
- Selected reportable diseases include: Botulism, Shiga toxin-producing *E. coli*, Hepatitis A, Measles, Meningitis, Tularemia: reference appendix 2 for table of control measures and initiation timeframes requirements.

**Public Health Control Measures and Timeframes:**

<b>Disease /agent</b>	<b>Example control measures</b>	<b>Initiation timeframe</b>
<b>Botulism</b>	Identification of potentially exposed individuals Identification / recovery of suspected source of infection, as applicable	Within twenty-four (24) hours of initial case identification
<b><i>E. coli</i> (STEC)</b>	Contact tracing Education: contacts as applicable Exclusions: child care, food handling as applicable	Within three (3) days of initial case identification
<b>Hepatitis A, Acute</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended to contacts, as appropriate	Within one (1) week of initial case identification
<b>Measles</b>	Contact tracing Education: contacts Immunization (active/passive) administered or recommended for susceptible individuals Isolation: confirmed cases	Within twenty-four (24) hours of initial case identification
<b>Meningococcal Disease</b>	Contact tracing Education: contacts Prophylaxis administered or recommended for susceptible individuals	Within twenty-four (24) hours of initial case identification
<b>Tularemia</b>	a) Identification of potentially exposed individuals b) identification of source of infection, as applicable	a) Within forty-eight (48) hours b) within forty-eight (48) hours of initial case identification

HIP II



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES  
1740 W Adams Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 2

Procurement Specialist  
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 Replace Price Sheet, Page Fourteen (14), of the original Agreement, with Price Sheet, Amendment Two (2), Page Two (2). The effective date of the amended Price Sheet is August 31, 2011, which reflects a total of \$239,056 00 The increase is a result of the carryover of funds in the amount of \$83,800.00

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services  
Contractor Name

5515 S. Apache Ave, Suite 400  
Address

Globe AZ 85501  
City State Zip

CONTRACTOR SIGNATURE

*[Handwritten Signature]* 5/22/12  
Contractor Authorized Signature

Tommie C. Martin

Printed Name

Chairman, Gila County Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

*[Handwritten Signature]* 5 22 2012  
Signature Date

Bryan Chambers, Chief Deputy County Attorney  
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory  
State of Arizona

Signed this 11<sup>th</sup> day of June 2012

*[Handwritten Signature]*  
Procurement Officer

Attorney General Contract No P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

*[Handwritten Signature]* 6-7-12  
Signature Date

Jordan T. Ellef  
Printed Name

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT**

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
1740 W Adams Room 303  
Phoenix, Arizona 85007  
(602) 542-1640  
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 2

Procurement Specialist  
Cindy Sullivan

**PRICE SHEET**  
Gila County

**Cost Reimbursement**

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$239,056 00	\$ 239,056 00
<b>Total</b>			<b>\$ 239,056.00</b>

FY 11-12



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: ADHS12-007886

Amendment No 1

Procurement Specialist
Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1 Effective August 31, 2011, replace Attachment A, Section 3, Activities, Pages Eighteen (18) through Twenty (20), of the original Agreement, with Attachment A, Section 3, Activities, Pages Two (2) through Three (3) of Amendment One (1).

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services

Contractor Name

5515 S. Apache Ave, Suite 400

Address

Globe AZ 85501

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S 35-391 06 and A.R.S. 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Tommie C. Martin, Chairman

Printed Name

Gila County Board of Supervisors

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A R S § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Date

Bryan Chambers, Chief Deputy County

Printed Name Attorney

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 7th day of February 2012

Procurement Officer

Attorney General Contract No PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona

Signature Assistant Attorney General

Date

Printed Name:

Saida T. Ellel

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b> <b>Attachment A</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No 1	Procurement Specialist Cindy Sullivan

### 3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports

#### 3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

3.1.3 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.4 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

#### Epidemiology

3.1.5 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed.

3.1.6 CIFOR Evaluation: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.7 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT</b> <b>Attachment A</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: <b>ADHS12-007886</b>	Amendment No 1	Procurement Specialist Cindy Sullivan

### 3.2 Tiers I & II Partners

#### Epidemiology

- 3.2.1 Communicable Disease Reporting: (County Only) Percent of infectious disease reports entered into MEDSIS by county health department staff within three business days of receiving report Goal: Fifty percent or more
- 3.2.2 Communicable Disease Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, responses with epidemiologist involvement for and average time from initiation of investigation to recommendation of interventions in suspected outbreaks; suspect cases of select agents, measles, meningococcal disease, shiga toxin-producing *E. coli*, and hepatitis A; and non-communicable disease incidents
- 3.2.3 Registry Planning: Develop a plan for initiating a registry, including plans for exchanging information between health care facilities and a registry, during an emergency that involves within jurisdiction mass evacuation
- 3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.
- 3.2.5 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers

### 3.3 Tier I Partners

#### Epidemiology

- 3.3.1 Communicable Disease Reporting Validation: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide reporting gaps identified
- 3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving activation of a registry during a mass evacuation.
- 3.3.3 Planning: (County Only) Develop a written protocol on the use of mortality data for the surveillance of major causes of morbidity and mortality due to reportable conditions.
- 3.3.4 Gap Assessment: (County Only): Develop a plan to address any gaps found in the assessment of communicable disease communications to health care providers conducted during BP10X

ORIGINAL CONTRACT



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness

Begin Date: 8/31/11

Geographic Service Area: Arizona

Termination Date: 8/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- X Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract from the effective date of the Amendment, as if fully set out herein.

Form containing contract details, signatures, and legal disclaimers. Includes sections for Contractor Signature, Contractor Attorney Signature, and Arizona Department of Health Services signature.

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

- 1 Definition of Terms. As used in this Contract, the terms listed below are defined as follows:
- 1 1 "Attachment" means any document attached to the Contract and incorporated into the Contract
  - 1 2 "ADHS" means Arizona Department of Health Services
  - 1 3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended
  - 1 4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract
  - 1 5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law
  - 1 6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract
  - 1 7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services
  - 1 8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS
  - 1 9 "Days" means calendar days unless otherwise specified
  - 1 10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable
  - 1 11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
  - 1 12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property
  - 1 13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract
  - 1 14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State
  - 1 15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor
  - 1 16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract
  - 1 17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor

<b>Contract Number</b> ADHS11-007886	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
---	---

**2 Contract Type.**

This Contract shall be: (check one)

- Fixed Price
- Cost Reimbursement
- Not to Exceed

**3 Contract Interpretation.**

- 3.1 Arizona Law The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona
- 3.2 Implied Contract Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it
- 3.3 Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 3.3.1 Terms and Conditions;
  - 3.3.2 Statement or Scope of Work;
  - 3.3.3 Attachments;
  - 3.3.4 Referenced Documents
- 3.4 Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract
- 3.5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract
- 3.6 No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document
- 3.7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it
- 3.8 Headings Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

**4 Contract Administration and Operation.**

- 4.1 Term As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated

<b>Contract Number</b> <b>ADHS11-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
--	---

- 4 3 **New Budget Term** If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4 4 **Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4 5 **Records and Audit** Under A.R.S. § 35-214 and A.R.S. § 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 by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4 6 **Financial Management** For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4 6 1 ***Federal Funding*** Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4 6 2 ***State Funding*** Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4 7 **Inspection and Testing** The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4 8 **Notices** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4 9 **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 an ADHS Procurement Officer.
- 4 10 **Property of the State**
- 4 10 1 ***Equipment*** Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4 10 2 ***Title and Rights to Materials*** As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

Contract Number ADHS11-007886	<b>INTERGOVERNMENTAL AGREEMENT          TERMS AND CONDITIONS</b>
----------------------------------	--

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

*Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

- 4 11 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor
- 4 12 E-Verify Requirements In accordance with A R S § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A R S § 23-214, Subsection A
- 4 13 Scrutinized Businesses In accordance with A R S § 35-391 and A R S § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

5 **Costs and Payments**

- 5 1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS
- 5 2 Recoupment of Contract Payments
  - 5 2 1 Unearned Advanced Funds Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination
  - 5 2 2 Contracted Services In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination
  - 5 2 3 Refunds Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4 2 1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5 2 2, Contracted Services
  - 5 2 4 Unacceptable Expenditures The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability
- 5 3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS
- 5 4 Applicable Taxes

<b>Contract Number</b> <b>ADHS11-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
--	---

5 4 1 State and Local Transaction Privilege Taxes The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5 4 2 Tax Indemnification The 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 require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5 4 3 IRS W9 Form In order to receive payment under any resulting Contract, the Contractor shall have a current IRS W9 Form on file with the State of Arizona.

5 5 Availability of Funds for the Next Fiscal Year Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5 6 Availability of Funds for the Current Contract Term Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS.

5 6 1 Accept a decrease in price offered by the Contractor,

5 6 2 Reduce the number of goods or units of service and reduce the payments accordingly;

5 6 3 Offer reductions in funding as an alternative to Contract termination; or

5 6 4 Cancel the Contract.

## 6 Contract Changes

6 1 Amendments, Purchase Orders and Change Orders 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, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. 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 State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6 2 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 all material and applicable terms and conditions of this Contract.

6 3 Assignments and Delegation The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

<b>Contract Number</b> <b>ADHS11-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
--	---

**7 Risk and Liability**

**7 1 Risk of Loss** The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change 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.

**7 2 Mutual Indemnification** Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

**7 3 Indemnification - Patent and Copyright** To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

**7 4 Force Majeure.**

**7 4 1 Liability and Definition** 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire, flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

**7 4 2 Exclusions** Force Majeure shall not include the following occurrences:

**7 4 2 1** Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

**7 4 2 2** Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

**7 4 2 3** Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

**7 4 3 Notice** If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**7 4 4 Default** 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

<b>Contract Number</b> <b>ADHS11-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
--	---

that, such delay or failure is caused by force majeure

7 5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract

8 **Description of Materials** The following provisions shall apply to Materials only:

8 1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8 2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8 2 1 Of a quality to pass without objection in the Contract description;

8 2 2 Fit for the intended purposes for which the Materials are used;

8 2 3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8 2 4 Adequately contained, packaged and marked as the Contract may require; and

8 2 5 Conform to the written promises or affirmations of fact made by the Contractor

8 3 Inspection/Testing Subparagraphs 8 1 through 8 2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8 4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8 5 Survival of Rights and Obligations After Contract Expiration and Termination.

8 5 1 Contractor's Representations All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof In addition, the parties hereto acknowledge that pursuant to A R S § 12.510, except as provided in A R S § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A R S Title 12, Chapter 5

8 5 2 Purchase Orders and Change Orders Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9 **State's Contractual Remedies**

9 1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

Contract Number ADHS11-007886	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
----------------------------------	---

9.2 Stop Work Order

9.2.1 Terms The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period 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.

9.2.2 Cancellation or Expiration 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.

9.3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10 Contract Termination

10.1 Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

<b>Contract Number</b> <b>ADHS11-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>TERMS AND CONDITIONS</b>
--	---

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, 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. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11 **Arbitration.** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12 **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13 **Client Grievances.** If applicable, the Contractor and its subcontractors shall use a procedure through which

<b>Contract Number</b> ADHS11-007886	<b>INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS</b>
---	---

clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

- 14 **Sovereign Immunity** Pursuant to A R S § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit
- 15 **Fingerprint and Certification Requirements/Juvenile Services.**

15 1 Paid and Unpaid Personnel The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

- 16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached

- 17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

- 18 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

- 19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
----------------------------------	--

**A. Background**

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP). These funds are used to support development and implementation of Tasks in this Scope of Work. The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments.

**B. Objective**

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work.

**C. Scope of Work**

The Contractor shall:

- 1 The Scope of Work can be found in the following Tasks. In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein. Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th. The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP. The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS. It is the responsibility of the Contractor to coordinate and manage funds under this Contract.

**D. Tasks**

The Contractor shall:

- 1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;
- 2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;
- 3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;
- 4 Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;
- 5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis. Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;
- 6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and
- 7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal. The Contractor shall submit the completed Budget on or before

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT</b>
ADHS12-007886	<b>SCOPE OF WORK</b>

a date determined annually by the CDC and the State. The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st. The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area. Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year. The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established.

**E. Annual Performance Requirements**

The Contractor shall perform the requirements in Attachment A.

**F. Deliverables**

The Contractor shall:

1. Maintain a person appointed as liaison and PHEP coordinator for this grant funding;
2. Provide an annual budget with all federal funding documentation required;
3. Provide Annual Performance Requirements as listed and distributed annually. See Attachment A; and
4. Be prepared to open their Emergency Operations Centers for all designated emergencies.

**G. Notices, Correspondence and Reports**

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Public Health Emergency Preparedness  
Bureau Chief  
150 N 18<sup>th</sup> Avenue, #150  
Phoenix, AZ 85007

2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health and Emergency Services  
5515 S Apache Ave, Suite 400  
Globe, AZ 85501  
Attn: Leana Asberry  
Phone: 928-402-8806  
lasberry@co.gila.az.us

Contract Number ADHS12-007886	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
----------------------------------	--

**PRICE SHEET  
Gila County**

**Cost Reimbursement**

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	\$ 155,256.00
<b>Total</b>			<b>\$ 155,256.00</b>

FY 11-12

# County and Tribal Public Health Emergency Preparedness Deliverables

---

BP11  
Budget Year 2011-2012

## **Tier Definitions<sup>1</sup>**

**Tier I:**  
Allocation of  
\$300,000.00 and up

**Tier II:**  
Allocation of  
\$150,000.00 to \$299,999.99

**Tier III:**  
Allocation of  
\$50,000.00 to \$149,999.99

**Tier IV:**  
Allocation of  
\$0.01 to \$49,999.99

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-007886	Attachment A

**1. EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS**

Report on the following performance measures in the semi-annual and annual progress reports.  
 Note: the CDC performance measures below are the same for the State and local level.

**Emergency Notification System Maintenance**  
*Tiers I, II & III shall:*

- 1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).
- 1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

- 1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

**PERCENT CONTACTED:** The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:

- 1. 0.00 to 15.00 minutes
- 2. 15.00 to 30.00 minutes
- 3. 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

**NOTIFICATION TIME:** The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

**REPORT TIME:** The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

<b>Contract Number</b> <b>ADHS12-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
--	---

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

## 2. EXERCISES AND IMPROVEMENTS

### 2.1 Tier I Partners

- 2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;
- 2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;
- 2.1.3 Conduct a minimum of three (3) different DSNS drills One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively
  - 2.1.3.1 Dispensing through-put data collection
  - 2.1.3.2 Decision Making Assessment Tool
  - 2.1.3.3 Facility Set Up
  - 2.1.3.4 Pick List Generation
- 2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.
- 2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

### 2.2 Tier II Partners

- 2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.
- 2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.
  - 2.2.2.1 Dispensing through-put data collection
  - 2.2.2.2 Decision Making Assessment Tool
  - 2.2.2.3 Facility Set Up
  - 2.2.2.4 Pick List Generation
- 2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings
- 2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

<b>Contract Number</b> <b>ADHS12-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
--	---

2.3 Tier III Partners

- 2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.
- 2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.
  - 2.3.2.1 Dispensing through-put data collection
  - 2.3.2.2 Decision Making Assessment Tool
  - 2.3.2.3 Facility Set Up
  - 2.3.2.4 Pick List Generation
- 2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.
- 2.3.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

- 2.4.1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.
- 2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

- 3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

- 3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

<b>Contract Number</b> <b>ADHS12-007886</b>	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
--	---

Epidemiology

3.1.3 **MEDSIS:** County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

**CIFOR EVALUATION:** (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 **SNS Program:** Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.5 **Corrective Actions:** Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 **On-Call Testing:** (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 **Reporting:** (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 **Planning:** Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting.

3.2.4 **County / Tribal Coordination:** Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.3 Tier II & III Partners

Epidemiology

3.3.1 **Communicable Disease Reporting:** (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

Contract Number ADHS12-007886	<b>INTERGOVERNMENTAL AGREEMENT</b> <b>Attachment A</b>
----------------------------------	---

reporting gaps identified.

- 3.3.2 **Exercise/Real World Event:** Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.
- 3.3.3 **Assessment: (County Only)** Conduct an assessment of communicable disease communications to health care providers.

**4. ASSURANCES**

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

- 4.1.1 **Employee Certifications:** PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

- 4.1.2 **Alignment of Activities and Purchases:** Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.
- 4.1.3 **Reporting:** Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.
- 4.1.4 **Financial:** Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

- 4.1.5 **Grant Activity Oversight:** Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.



## *GILA COUNTY ATTORNEY*

*Bradley D. Beauchamp*

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

### **Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

**ARF-3152**

**Consent Agenda Item**

**3. E.**

**Regular Meeting**

**Meeting Date:** 05/26/2015

**Reporting Period:** March 2015

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

---

**Information**

**Subject**

Recorder's Office Monthly Report for March 2015.

**Suggested Motion**

Acknowledgment of the March 2015 monthly activity report submitted by the Recorder's Office.

---

**Attachments**

Recorder's Office Monthly Report for March 2015

---



## GILA COUNTY RECORDER

### REPORT FOR THE MONTH OF MARCH 2015

I, Sadie Jo Bingham, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Jo Bingham, Gila County Recorder



Sadie Bingham  
Gila County Recorder

**New Fiscal Year Form**

FY **2014-2015**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
<b>July</b>	988	3,620.50	12,426.93	770.00	6.00	16,823.43
<b>Aug</b>	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
<b>Sept</b>	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
<b>Oct</b>	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
<b>Nov</b>	855	3,050.00	13,119.80	4,622.25	2.00	20,794.05
<b>Dec</b>	973	3,510.75	5,976.69	40,499.00	5.00	49,991.44
<b>Jan</b>	1,027	3,632.00	4,636.60	2,659.30	1.00	10,928.90
<b>Feb</b>	1,068	3,926.50	11,987.06	5,037.50	2.00	20,953.06
<b>Mar</b>	1,149	4,201.50	6,957.83	840.00		11,999.33
<b>Apr</b>						0.00
<b>May</b>						0.00
<b>June</b>						0.00
<b>Total</b>	<b>9,352</b>	<b>34,207</b>	<b>83,654.56</b>	<b>69,389.92</b>	<b>37.00</b>	<b>187,288.73</b>
<b>Fiscal Year All Monies</b>		<b>187,288.73</b>				

**GILA COUNTY RECORDER**

Report for March 2015

<b>GILA COUNTY RECORDER</b>				
<b>Report for March 2015</b>				
<b>SECTION I</b>		<b>CREDIT</b>	<b>DEBIT</b>	<b>TOTAL</b>
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$6,479.00	\$0.00	\$6,479.00
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$8,383.40	\$8,383.40
	RECORDING FEES	\$8,893.90	\$0.00	\$8,893.90
	REFUNDS- EXCESS FEES		\$34.00	\$34.00
	INTEREST PD TO ACCT	\$0.33	\$0.00	\$0.33
Staled Checks		\$0.00	\$0.00	\$0.00
<b>TOTAL 1005 FUNDS</b>		\$15,373.23	\$8,417.40	\$6,955.83
<b>SECTION II</b>				
	7145 FUND (RECORDER)	\$4,201.50	\$0.00	\$4,201.50
	7146 FUND (MINING - 80% STATE TREAS)	\$0.00	\$0.00	\$0.00
	7146 FUND (MINING - 20% RECORDER)	\$0.00	\$0.00	\$0.00
	7147 FUND (COMPUTER SVCS)	\$840.00	\$0.00	\$840.00
<b>TOTAL SEC II FUNDS</b>		\$5,041.50	\$0.00	\$5,041.50
<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		\$20,414.73	\$8,417.40	\$11,997.33

# Bank Deposit

From 03/01/2015 To 03/31/2015

4020	Mar 3, 2015	previousday / 4040	\$9.00	\$9.00	Bank Account
Total			\$20,414.40	\$20,414.40	
Non-Deposit Total			(\$12,862.40)	(\$12,862.40)	
Deposit Total			\$7,552.00	\$7,552.00	
Total Till Over/Short				\$0.00	

## Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$3,904.40	(\$2,000.00)	\$1,904.40
Cash	Cash/Check	\$7,552.00	\$0.00	\$7,552.00
D-1005-120-01-4612-003	Postage(deferred)	\$13.00	(\$13.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee(deferred)	\$39.00	(\$39.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$52.00	(\$52.00)	\$0.00
ETransfer	Electronic Transfers	\$4,479.00	\$0.00	\$4,479.00
	<b>Total</b>	\$16,039.40	(\$2,104.00)	\$13,935.40
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$104.00	(\$104.00)	\$0.00
	<b>Total</b>	\$104.00	(\$104.00)	\$0.00
<b>Expense</b>				
	<b>Total</b>	\$0.00	\$0.00	\$0.00
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$429.00)	(\$429.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-003	Postage	\$0.00	(\$710.40)	(\$710.40)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$284.00)	(\$284.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$75.00)	(\$75.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$21.00)	(\$21.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$38.00)	(\$38.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,232.50)	(\$7,232.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$32.00)	(\$32.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,201.50)	(\$4,201.50)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$840.00)	(\$840.00)
eRecording	eRecording	\$4,375.00	(\$4,375.00)	\$0.00
	<b>Total</b>	\$4,375.00	(\$18,310.40)	(\$13,935.40)
<b>Total</b>		\$20,518.40	(\$20,518.40)	\$0.00

## Range Summary

Range	Account	Debits	Credits	Net
<b>Cash/Check</b>				
	Cash Cash/Check	\$7,552.00	\$0.00	\$7,552.00
	<b>Range Total</b>	\$7,552.00	\$0.00	\$7,552.00

# Bank Deposit

From 03/01/2015 To 03/31/2015

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,240.00	
Check	\$6,312.00	
<b>Total Deposit</b>	<b>\$7,552.00</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
3944	Mar 2, 2015	1_ReceiptStation1_Mon / 3968	\$488.00	\$488.00	Bank Account
3945	Mar 2, 2015	11_Payson_Mon / 3967	\$31.00	\$31.00	Bank Account
3946	Mar 3, 2015	12_Payson_Tue / 3969	\$0.00	\$0.00	Bank Account
3949	Mar 4, 2015	3_ReceiptStation1_Wed / 3971	\$1,432.00	\$1,432.00	Bank Account
3951	Mar 5, 2015	4_ReceiptStation1_Thu / 3972	\$345.00	\$345.00	Bank Account
3952	Mar 5, 2015	14_Payson_Thu / 3973	\$205.00	\$205.00	Bank Account
3955	Mar 6, 2015	5_ReceiptStation1_Fri / 3977	\$1,019.00	\$1,019.00	Bank Account
3956	Mar 6, 2015	15_Payson_Fri / 3976	\$150.00	\$150.00	Bank Account
3957	Mar 9, 2015	1_ReceiptStation1_Mon / 3979	\$997.00	\$997.00	Bank Account
3958	Mar 9, 2015	11_Payson_Mon / 3978	\$61.00	\$61.00	Bank Account
3959	Mar 10, 2015	2_ReceiptStation1_Tue / 3981	\$229.00	\$229.00	Bank Account
3960	Mar 10, 2015	12_Payson_Tue / 3980	\$95.00	\$95.00	Bank Account
3961	Mar 11, 2015	3_ReceiptStation1_Wed / 3983	\$962.00	\$962.00	Bank Account
3962	Mar 11, 2015	13_Payson_Wed / 3982	\$78.00	\$78.00	Bank Account
3963	Mar 12, 2015	14_Payson_Thu / 3984	\$108.00	\$108.00	Bank Account
3964	Mar 12, 2015	4_ReceiptStation1_Thu / 3985	\$753.60	\$753.60	Bank Account
3965	Mar 13, 2015	5_ReceiptStation1_Fri / 3986	\$783.00	\$783.00	Bank Account
3966	Mar 13, 2015	15_Payson_Fri / 3987	\$323.00	\$323.00	Bank Account
3967	Mar 16, 2015	1_ReceiptStation1_Mon / 3988	\$720.00	\$720.00	Bank Account
3968	Mar 16, 2015	11_Payson_Mon / 3989	\$186.00	\$186.00	Bank Account
3970	Mar 17, 2015	12_Payson_Tue / 3990	\$46.00	\$46.00	Bank Account
3971	Mar 17, 2015	2_ReceiptStation1_Tue / 3991	\$535.00	\$535.00	Bank Account
3972	Mar 18, 2015	3_ReceiptStation1_Wed / 3994	\$471.00	\$471.00	Bank Account
3973	Mar 18, 2015	13_Payson_Wed / 3993	\$210.00	\$210.00	Bank Account
3974	Mar 19, 2015	4_ReceiptStation1_Thu / 3996	\$290.00	\$290.00	Bank Account
3975	Mar 19, 2015	14_Payson_Thu / 3995	\$45.00	\$45.00	Bank Account
3976	Mar 20, 2015	15_Payson_Fri / 3998	\$226.00	\$226.00	Bank Account
3977	Mar 20, 2015	5_ReceiptStation1_Fri / 3997	\$685.00	\$685.00	Bank Account
3978	Mar 23, 2015	11_Payson_Mon / 3999	\$260.00	\$260.00	Bank Account
3980	Mar 24, 2015	2_ReceiptStation1_Tue / 4002	\$804.80	\$804.80	Bank Account
3981	Mar 24, 2015	12_Payson_Tue / 4001	\$92.00	\$92.00	Bank Account
3982	Mar 23, 2015	1_ReceiptStation1_Mon / 4000	\$832.00	\$832.00	Bank Account
3983	Mar 25, 2015	3_ReceiptStation1_Wed / 4004	\$275.00	\$275.00	Bank Account
3984	Mar 25, 2015	13_Payson_Wed / 4003	\$260.00	\$260.00	Bank Account
3985	Mar 26, 2015	14_Payson_Thu / 4006	\$214.00	\$214.00	Bank Account
3986	Mar 26, 2015	4_ReceiptStation1_Thu / 4005	\$2,795.00	\$2,795.00	Bank Account
3987	Mar 27, 2015	15_Payson_Fri / 4008	\$357.00	\$357.00	Bank Account
3988	Mar 27, 2015	5_ReceiptStation1_Fri / 4007	\$417.00	\$417.00	Bank Account
3989	Mar 30, 2015	1_ReceiptStation1_Mon / 4010	\$476.00	\$476.00	Bank Account
3990	Mar 30, 2015	11_Payson_Mon / 4009	\$204.00	\$204.00	Bank Account
3991	Mar 31, 2015	2_ReceiptStation1_Tue / 4011	\$822.00	\$822.00	Bank Account
3992	Mar 31, 2015	12_Payson_Tue / 4012	\$232.00	\$232.00	Bank Account
3993	Mar 31, 2015	previousday / 4014	\$251.00	\$251.00	Bank Account
4017	Mar 3, 2015	2_ReceiptStation1_Tue / 3970	\$640.00	\$640.00	Bank Account

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$48.00)	\$18.00	\$0.00	(\$30.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$75.97)	\$46.80	\$0.00	(\$29.17)
ADOT	AZ DEPT OF TRANS	(\$260.00)	\$0.00	\$0.00	(\$260.00)
APS	APS/COPIES	(\$184.00)	\$0.00	\$0.00	(\$184.00)
APSR	APSR/RECORDINGS	(\$308.00)	\$0.00	\$0.00	(\$308.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$92.00)	\$44.00	\$0.00	(\$48.00)
AWC	ARIZONA WATER COMPANY	(\$189.00)	\$11.00	\$0.00	(\$178.00)
AZDORI	ADOR'ACCOUNTS PAYABLE	(\$1,490.80)	\$18.00	\$0.00	(\$1,474.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$62.00)	\$0.00	\$0.00	(\$62.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$1.00)	\$0.00	\$0.00	(\$1.00)
DS	DATA SERVICES	(\$1,000.00)	\$9.00	(\$9.00)	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$9.00	(\$9.00)	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$121.00)	\$0.00	\$0.00	(\$121.00)
FARES	CORELOGIC	(\$108.40)	\$190.00	(\$2,000.00)	(\$1,918.40)
FATM	FIRST AMERICAN MICROFICHE	(\$1,140.60)	\$258.60	\$0.00	(\$882.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$743.20)	\$190.00	\$0.00	(\$553.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$54.00)	\$0.00	\$0.00	(\$54.00)
IMAPP	IMAPP , INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$84.00	(\$84.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$18.00)	\$0.00	\$0.00	(\$18.00)
Ingeo	Ingeo - eRecording	(\$1,127.00)	\$825.00	(\$825.00)	(\$1,127.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$104.00	(\$104.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$268.00)	\$0.00	\$0.00	(\$268.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWIDE TITLE CLEARING	(\$982.00)	\$111.00	(\$111.00)	(\$882.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$5,596.00)	\$175.00	\$0.00	(\$5,421.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$7,712.00)	\$2,949.00	\$0.00	(\$4,763.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$182.00)	\$8.00	\$0.00	(\$174.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RUI	RESEARCH UNLIMITED INC	(\$88.00)	\$0.00	\$0.00	(\$88.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$3,537.00	(\$3,537.00)	(\$1,089.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,100.20)	\$0.00	\$0.00	(\$1,100.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
<b>Totals</b>		<b>(\$30,404.57)</b>	<b>\$8,383.40</b>	<b>(\$6,479.00)</b>	<b>(\$28,500.17)</b>

**ARF-3161**

**Consent Agenda Item 3. F.**

**Regular Meeting**

**Meeting Date:** 05/26/2015

**Reporting Period:** April 2015

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk, Constable - Globe Regional

---

**Information**

**Subject**

Globe Regional Constable's Office Monthly Report for April 2015.

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Constable's Office.

---

**Attachments**

Globe Regional Constable Monthly Report April 2015

---

RUBEN A. MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

Date: May 1, 2015  
To: Gila County Board of Supervisors  
From: Ruben A. Mancha  
Re: Monthly Report

For the month of May 2015, the Globe Constable performed the following services in the Globe Precinct and Gila County.

**SEE ATTACHED SHEET**

TOTAL SERVICES FOR MONTH: **123**

TOTAL MILES FOR MONTH **1058**

Globe Constable assisted/other: Bailiff in **2** court hearings  
The Deputy Constable assisted/other: Bailiff in **0** court hearings  
Total Monies Collected for the Month **\$552.00**

The Globe Constable attended **0** hours of training  
The Deputy Constable attended **0** hours of training  
Warrant letters mailed **31**

Respectfully submitted,

RUBEN A MANCHA  
GLOBE CONSTABLE





# Gila County Globe 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	37	35	94.59	2	5.41	0	0.00
Five Day Notice	1	0	0.00	1	100.00	0	0.00
Hearing Order on IAH	2	0	0.00	2	100.00	0	0.00
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Hearing Prior to Issue of OP	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	4	0	0.00	4	100.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice of Hearing	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	14	0	0.00	14	100.00	0	0.00
Order of Protection	8	3	37.50	5	62.50	0	0.00
Summons and Complaint	7	1	14.29	5	71.43	1	14.29
Subpoena Duces Tecum	31	3	9.68	25	80.65	3	9.68
Summons Forcible Detainer	8	0	0.00	7	87.50	1	12.50
Summons	3	0	0.00	1	33.33	2	66.67
Criminal Summons	4	0	0.00	4	100.00	0	0.00
<b>Totals</b>	<b>123</b>	<b>42</b>	<b>34.15</b>	<b>74</b>	<b>60.16</b>	<b>7</b>	<b>5.69</b>

Received

MAY - 1 2015

Gila County Treasurer

**Report Includes:**

All receive dates between '08:00:00 04/01/15' and '23:59:00 04/30/15', All process types, All officers, All courts, All agencies matching 'GCCO', All serve flags matching '1'



# Gila County Globe 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>
Johnson, Maria Antonia	1504CO114	04/29/15	530	40.00
	1504CO115	04/29/15	531	40.00
	1504CO116	04/29/15	532	40.00
	1504CO115	04/30/15	534	-40.00
	1504CO116	04/30/15	535	-40.00
				-----
				<b>40.00</b>
Lagunas, Johnathon Drew	1504CO104	04/24/15	526	40.00
				-----
				<b>40.00</b>
Mize, Samuel	1504CO026	04/07/15	508	40.00
				-----
				<b>40.00</b>
Munoz, Joe	1504CO074	04/21/15	520	48.00
				-----
				<b>48.00</b>
Noriega, Manuel	1504CO020	04/06/15	507	48.00
				-----
				<b>48.00</b>
Ortiz, Anna	1504CO004	04/01/15	499	32.00
	1504CO005	04/01/15	500	16.00
	1504CO006	04/01/15	501	16.00
	1504CO007	04/01/15	502	16.00
	1504CO008	04/01/15	503	16.00
				-----
				<b>96.00</b>
Perlman, John	1504CO071	04/16/15	514	48.00
	1504CO095	04/23/15	521	48.00
	1504CO096	04/23/15	522	48.00
	1504CO094	04/23/15	523	48.00
				-----
				<b>192.00</b>
Schneider, Kirby Allen	1504CO027	04/07/15	509	40.00
				-----
				<b>40.00</b>

---

**Total Cash  
Received:**

-----  
**544.00**

---

**Report Includes:**

All transaction dates between '04/01/15' and '04/30/15', All received by persons, All courts, All agencies matching 'GCCO', All transaction codes matching 'CR, GR;', All cptbproc action codes matching '1, 11'



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Abott, Robert

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:20:00 04/23/15			
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP, Globe	Taylor, R C	Robert Abott	YES
<b>Time/Date:</b> 12:25:00 04/23/15			

**To Be Served:** Avery, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
380 E PALM ST, Roosevelt	Taylor, R C	Posted Certified Mailed	YES
<b>Time/Date:</b> 10:50:00 04/14/15			

**To Be Served:** Barbee, Deseree L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4440 E COPPER ST, Claypool	Taylor, R C	Posted & Certified Mailed	YES
<b>Time/Date:</b> 11:00:00 04/30/15			

**To Be Served:** Beesley, Peter

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6057 S RUSSELL RD, Globe	Taylor, R C	Peter Beesley	YES
<b>Time/Date:</b> 11:35:00 04/01/15			

**To Be Served:** Booth-Beesley, Carol

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6057 S RUSSELL RD, Globe	Taylor, R C	Carol Booth-Beesley	YES
<b>Time/Date:</b> 10:00:00 04/02/15			

**To Be Served:** Boyd, Michael

---

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 N Pine St GPD, Globe	Mancha, R A	C. Mathews	YES
<b>Time/Date:</b> 10:25:00 04/13/15			

---

To Be Served: Brewer, Anthony E. Jr

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2250 E US HIGHWAY 60 #L; unit 200, Globe	Taylor, R C	Anthony Brewer	YES
<b>Time/Date:</b> 12:05:00 04/23/15			

---

To Be Served: Brodie, Martha A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; Unit 93, Globe	Mancha, R A	Martha Brodie	YES
<b>Time/Date:</b> 10:12:00 04/28/15			

---

To Be Served: Brundrett, Douglas

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Mancha, R A	C. Mathews	YES
<b>Time/Date:</b> 10:25:00 04/13/15			

---

To Be Served: Chaparro, Brian

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
300 S CHERRY FLATS RD; unit 24, Miami	Mancha, R A	Brian Chaparro	YES
<b>Time/Date:</b> 08:16:00 04/30/15			
300 S CHERRY FLATS RD; unit 31, Miami	Mancha, R A	Brian Chaparro	YES
<b>Time/Date:</b> 08:16:00 04/30/15			

---

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 10:45:00 04/30/15			

---

To Be Served: Cluster, Areyna

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

5957 Calle De Loma, Claypool	Taylor, R C	Areyna Cluster	YES
<b>Time/Date:</b> 11:50:00 04/01/15			
<b>To Be Served:</b> Cluster, Diana L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5957 Calle De Loma, Claypool	Taylor, R C	Diana Lynn Custer	YES
<b>Time/Date:</b> 11:50:00 04/01/15			
<b>To Be Served:</b> Cosen, Anthony Jr.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Anthony Cosen Jr	YES
<b>Time/Date:</b> 09:10:00 04/16/15			
<b>To Be Served:</b> Dalmolin, Bianca			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Taylor, R C	P. Dodd	YES
<b>Time/Date:</b> 09:00:00 04/14/15			
<b>To Be Served:</b> Dalmolin, Bret V.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Rust, K	Bret Dalmolin	YES
<b>Time/Date:</b> 12:48:00 04/07/15			
<b>To Be Served:</b> Davis, Adam			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
100 S Ragus Rd, Claypool	Mancha, R A		NO
<b>Time/Date:</b> 13:58:00 04/29/15			
<b>To Be Served:</b> Dawson, Jessica N.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
331 S Sixth St, Globe			NO
<b>Time/Date:</b> 08:00:00 04/03/15			
<b>To Be Served:</b> Dickison, Emmett E.			

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Taylor, R C	Patricia Dodd	YES
<b>Time/Date:</b> 11:05:00 04/01/15			
<b>To Be Served:</b> Dodd, Virgil			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Mancha, R A	P. Dodd	YES
<b>Time/Date:</b> 10:05:00 04/13/15			
<b>To Be Served:</b> Fane, Kevin			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Mancha, R A	R. Moya	YES
<b>Time/Date:</b> 15:44:00 04/29/15			
<b>To Be Served:</b> Flores, Nichole A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1775 n broad st sp 14, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 04/15/15			
<b>To Be Served:</b> Fraley, Debra S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
195 W LIVE OAK ST, Miami	Taylor, R C	Debra Fraley	YES
<b>Time/Date:</b> 09:30:00 04/27/15			
<b>To Be Served:</b> Fraley, Debra S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4303 Broad Street, Claypool	Taylor, R C	Debra Fraley	YES
<b>Time/Date:</b> 10:35:00 04/17/15			
<b>To Be Served:</b> Freeman, Kathleen H.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5788 McKinney Ave/Box 697, Globe	Taylor, R C	Kathleen Freeman	YES
<b>Time/Date:</b> 10:30:00 04/22/15			

---

5788 McKinney Ave/Box 697, Globe	Taylor, R C	Kathleen Freeman	YES
<b>Time/Date:</b> 10:30:00 04/22/15			
5788 McKinney Ave/Box 697, Globe	Taylor, R C	Kathleen Freeman	YES
<b>Time/Date:</b> 10:30:00 04/22/15			
5788 McKinney Ave/Box 697, Globe	Taylor, R C	Kathleen Freeman	YES
<b>Time/Date:</b> 10:30:00 04/22/15			

---

**To Be Served:** Garcia, Maria G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
450 E ASH ST; CHINA TASTE, Globe	Mancha, R A	Maria Garcia	YES
<b>Time/Date:</b> 12:14:00 04/29/15			
450 E ASH ST; CHINA TASTE, Globe	Mancha, R A	Maria Garcia	YES
<b>Time/Date:</b> 12:14:00 04/29/15			

---

**To Be Served:** Gates, Holly A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	Holly Gates	YES
<b>Time/Date:</b> 09:05:00 04/16/15			

---

**To Be Served:** Gilmore, Delana R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5611 E BLOCK AVE; SUNRISE MHP, Globe	Taylor, R C		NO
<b>Time/Date:</b> 09:50:00 04/02/15			
5611 E BLOCK AVE; SUNRISE MHP, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:20:00 04/03/15			
5611 E BLOCK AVE; SUNRISE MHP, Globe	Mancha, R A		NO
<b>Time/Date:</b> 14:07:00 04/03/15			
5611 E BLOCK AVE; SUNRISE MHP, Globe	Mancha, R A		NO
<b>Time/Date:</b> 14:23:00 04/03/15			
5611 E BLOCK AVE; SUNRISE MHP, Globe	Taylor, R C	Delana Rene Gilmore	YES
<b>Time/Date:</b> 09:05:00 04/06/15			

---

**To Be Served:** [REDACTED]

---

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 11:25:00 04/30/15			

---

To Be Served: Haverstick, Terry A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
626 E Carico Street, Globe	Mancha, R A		NO
<b>Time/Date:</b> 11:10:00 04/13/15			

---

To Be Served: Johnson, Brittany

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
718 W KOFA PASS, Globe	Taylor, R C	Eric Johnson	YES
<b>Time/Date:</b> 11:50:00 04/13/15			

---

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 10:50:00 04/15/15			

---

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 10:45:00 04/30/15			

---

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Miami	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 11:20:00 04/15/15			

---

To Be Served: Jones, Joseph V.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
p.o. box 116, Claypool	Taylor, R C	Kimberly Ramirez	YES
<b>Time/Date:</b> 09:20:00 04/20/15			

---

**To Be Served:** Killmer, Ralph N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4773 N AZ HIGHWAY 188; KILMERS, Globe	Taylor, R C	Ralph Killmer	YES

**Time/Date:** 11:00:00 04/22/15

---

**To Be Served:** Kumparak, Joshua A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Taylor, R C	P Dodd	YES

**Time/Date:** 08:00:00 04/14/15

---

**To Be Served:** Lisk, Matthew R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4739 E RAGUS RD, Miami	Taylor, R C	Matthew Lisk	YES

**Time/Date:** 10:20:00 04/21/15

---

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES

**Time/Date:** 14:50:00 04/24/15

---

**To Be Served:** Lopez, Reggie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S SIX SHOOTER CANYON RD; PUEBLO HEIGHTS MHP; unit 39, Globe	Taylor, R C	Reggie Lopez	YES

**Time/Date:** 10:15:00 04/23/15

---

**To Be Served:** Madala, Debra A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
979 E SAGUARO DR, Globe	Taylor, R C	Debra Ann Madala	YES

**Time/Date:** 09:20:00 04/17/15

---

**To Be Served:** Mariscal, Joshua A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

1618 W Cherry Ave, Claypool Taylor, R C Joshua Allen Mariscal YES  
**Time/Date:** 10:15:00 04/02/15

**To Be Served:** Mason, James R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7395 E Grandview Drive-Six Shooter Can, Globe	Mancha, R A	James Mason	YES

**Time/Date:** 10:50:00 04/13/15

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED], Miami	Taylor, R C	[REDACTED]	YES

**Time/Date:** 09:50:00 04/16/15

**To Be Served:** Medina, Thomas

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
MPD 740 W Sullivan St, Miami	Taylor, R C	M. Flores	YES

**Time/Date:** 09:50:00 04/14/15

**To Be Served:** Melford, Carl W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe PD 175 N Pine St, Globe	Taylor, R C	A. Martinez	YES

**Time/Date:** 09:25:00 04/14/15

**To Be Served:** Miami High School

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4635 E Ragus Road-Drawer H, Claypool	Mancha, R	Miami High School Principal	YES

**Time/Date:** 10:10:00 04/29/15

4635 E Ragus Road-Drawer H, Claypool	Taylor, R C	Miami High School Principal	YES
--------------------------------------	-------------	-----------------------------	-----

**Time/Date:** 10:10:00 04/29/15

**To Be Served:** Mitchell, Mickey A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
386 E CUPRITE ST, Globe	Mike Boyd	Mickey Aaron Gentry Mitchell	YES

**Time/Date:** 15:25:00 04/22/15

**To Be Served:** Olvera, Melissa M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe			YES

**Time/Date:** 13:30:00 04/28/15

**To Be Served:** Owens, Dorothy A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 E CARICO ST, Globe	Taylor, R C	Dorothy Ann Owens	YES

**Time/Date:** 09:05:00 04/17/15

**To Be Served:** Padilla, Stephanie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Miami Police Department, Miami	Taylor, R C	M. Flores	YES

**Time/Date:** 09:50:00 04/14/15

**To Be Served:** Pena, C

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	Mancha, R A	P Dodd	YES

**Time/Date:** 10:05:00 04/13/15

**To Be Served:** Pena, Pedro

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS 1902 HWY 60/77, Globe	Taylor, R C	Monica Sneezy	YES

**Time/Date:** 09:25:00 04/02/15

DPS 1902 HWY 60/77, Globe	Mancha, R A	M. Sneezy	YES
---------------------------	-------------	-----------	-----

**Time/Date:** 10:15:00 04/13/15

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C		NO

**Time/Date:** 13:00:00 04/21/15

[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
------------------	-------------	------------	-----

**Time/Date:** 17:05:00 04/21/15  
 8125 Ice House Canyon, Globe                      Mancha, R A                      Larry Perez                      YES

**Time/Date:** 15:21:00 04/24/15

**To Be Served:** Powell, James M.

Service Attempt    Attempted By    Served On    Svd?

4339 East Broadway, Claypool                      Mancha, R A    NO

**Time/Date:** 10:50:00 04/13/15

**To Be Served:** Ramirez, Kimberly R.

Service Attempt    Attempted By    Served On    Svd?

410 S HILL ST, Globe                                      Taylor, R C    Kimberly Raynee Ramirez                      YES

**Time/Date:** 09:20:00 04/20/15

**To Be Served:** Reynoso, Johnny M. Jr

Service Attempt    Attempted By    Served On    Svd?

722 Sullivan, Miami                                      Taylor, R C    NO

**Time/Date:** 11:55:00 04/06/15

722 Sullivan, Miami                                      Taylor, R C    NO

**Time/Date:** 14:19:00 04/07/15

**To Be Served:** [REDACTED]

Service Attempt    Attempted By    Served On    Svd?

[REDACTED] Globe                                      Mancha, R A    [REDACTED]    YES

**Time/Date:** 11:35:00 04/13/15

**To Be Served:** Robinson, Pedro

Service Attempt    Attempted By    Served On    Svd?

124 E HASKINS RD; unit 2, Globe                      Taylor, R C    Posted & Certified Mailed                      YES

**Time/Date:** 11:30:00 04/06/15

**To Be Served:** [REDACTED]

Service Attempt    Attempted By    Served On    Svd?

[REDACTED], Globe	Mancha, R A	[REDACTED]	YES
<b>Time/Date:</b> 11:35:00 04/13/15			
<b>To Be Served:</b> Rocha, Danielle R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
613 4th Avenue/Country Club Annex, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 04/24/15			
1400 E ASH ST, Globe		Danielle Rocha	YES
<b>Time/Date:</b> 12:30:00 04/24/15			
<b>To Be Served:</b> Rodgers, Steven L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
299 South Altarest St, Miami	Taylor, R C		NO
<b>Time/Date:</b> 10:20:00 04/15/15			
7400 S RUSSELL RD, Globe	Taylor, R C	Steven Rodgers	YES
<b>Time/Date:</b> 11:45:00 04/15/15			
<b>To Be Served:</b> Rubalcava, Joshua J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
603 4th Ave Country Club Annex, Globe	Taylor, R C		NO
<b>Time/Date:</b> 10:05:00 04/02/15			
603 4th Ave Country Club Annex, Globe	Taylor, R C	Joshua Joseph Rubalcava	YES
<b>Time/Date:</b> 12:35:00 04/02/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Claypool	Mancha, R A		NO
<b>Time/Date:</b> 10:15:00 04/14/15			
[REDACTED] Globe	Mancha, R A	[REDACTED]	YES
<b>Time/Date:</b> 13:15:00 04/14/15			
<b>To Be Served:</b> Snyder, D			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1902 HWY 60/70, Globe  
 Mancha, R A M. Sneezy YES  
**Time/Date:** 10:15:00 04/13/15

**To Be Served:** Sosh, Colleen

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
237 S Wentworth Ave, Miami	Taylor, R C		NO
<b>Time/Date:</b> 10:00:00 04/15/15			
237 S Wentworth Ave, Miami	Taylor, R C		NO
<b>Time/Date:</b> 10:50:00 04/17/15			
237 S Wentworth Ave, Miami	Taylor, R C	Colleen Sosh	YES
<b>Time/Date:</b> 10:55:00 04/17/15			

**To Be Served:** Tack, Hoffin' It F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6057 S RUSSELL RD, Globe	Taylor, R C	Peter Beesley	YES
<b>Time/Date:</b> 11:35:00 04/01/15			

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 12:50:00 04/30/15			

**To Be Served:** Trust, Lantern

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6057 S RUSSELL RD, Globe	Taylor, R C	Peter Beesley	YES
<b>Time/Date:</b> 11:35:00 04/01/15			

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	Taylor, R C	[REDACTED]	YES
<b>Time/Date:</b> 09:50:00 04/16/15			

**To Be Served:** Vargas, Cristi

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
740 Sullivan St MPD, Miami	Taylor, R C	M. Flores	YES
<b>Time/Date:</b> 09:50:00 04/14/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] [REDACTED] Globe	Mancha, R A	[REDACTED]	YES
<b>Time/Date:</b> 10:13:00 04/28/15			
<b>To Be Served:</b> Weaver, William J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N WHEATFIELDS RD; Unit 13, Globe			NO
<b>Time/Date:</b> 15:00:00 04/24/15			
<b>To Be Served:</b> Wenger, Heather L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2250 E US HIGHWAY 60; HIBBET SPORTS; FAMILY DOLLAR, Globe	Taylor, R C	Heather Leigh Wenger	YES
<b>Time/Date:</b> 11:20:00 04/01/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Mancha, R A	[REDACTED]	YES
<b>Time/Date:</b> 14:18:00 04/29/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Mancha, R A	[REDACTED]	YES
<b>Time/Date:</b> 14:18:00 04/29/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED] Globe	Mancha, R A	[REDACTED]	YES

---

**Time/Date:** 09:46:00 04/14/15

---

**To Be Served:** White, David

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Mancha, R A	M. Sneezy	YES

**Time/Date:** 10:15:00 04/13/15

---

**Report Includes:**

All dates between '00:01:00 04/01/15' and '23:59:00 04/30/15', All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching 'GCCO', All dispositions

**ARF-3054**

**Consent Agenda Item 3. G.**

**Regular Meeting**

**Meeting Date:** 05/26/2015

**Reporting Period:** October, November, December 2014

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk, Constable - Globe Regional

---

**Information**

**Subject**

Globe Regional Constable Office Monthly Report for October, November, December 2014

**Suggested Motion**

Acknowledgment of the October, November, December 2014 monthly activity reports submitted by the Globe Regional Constable's Office.

---

**Attachments**

October 2014

November 2014

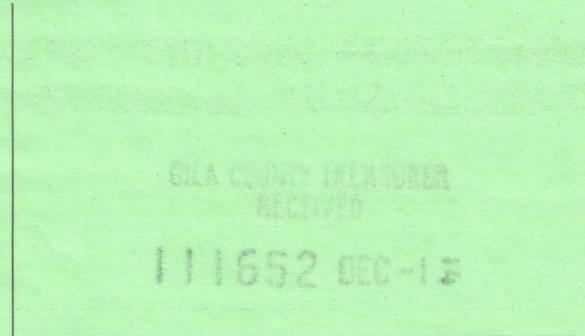
December 2014

---

# GILA COUNTY TREASURER'S RECEIPT

## GILA COUNTY, ARIZONA

DATE 12-1-14



CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND General Fund FUND # \_\_\_\_\_

REMITTING AGENCY Glendale Regional Constable

BILLING PERIOD October 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	1405	Service Fees	58	00
	191		48	00
	1399		48	00
	2072		48	00
			202	00

Preparer Signature: [Signature] Title Constable Clerk

Approved Signature: [Signature] Title constable

**SUMMARY OF DEPOSIT**

Currency	
Coins	
Checks	202
Total	202

TREASURER By [Signature] Date 12/1/14



# Gila County Globe 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>	
Hearing Order on OP	3	0	0.00	3	100.00	0	0.00
Hearing Prior to Issue of OP	1	1	100.00	0	0.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	8	0	0.00	5	62.50	3	37.50
Order of Protection	2	1	50.00	1	50.00	0	0.00
Order	2	0	0.00	2	100.00	0	0.00
Summons and Complaint	1	0	0.00	1	100.00	0	0.00
seven day notice	1	0	0.00	0	0.00	1	100.00
Subpoena Duces Tecum	21	0	0.00	19	90.48	2	9.52
Summons Forcible Detainer	3	1	33.33	2	66.67	0	0.00
Criminal Summons	1	0	0.00	0	0.00	1	100.00
<b>Totals</b>	<b>44</b>	<b>3</b>	<b>6.82</b>	<b>34</b>	<b>77.27</b>	<b>7</b>	<b>15.91</b>

### Report Includes:

All receive dates between '08:00:00 10/01/14' and '23:59:00 10/31/14', All process types, All officers, All courts, All agencies matching 'GCCO', All serve flags matching '1'



# Gila County Globe 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>
Coates, James Harvey	1410CO029	10/15/14	309	48.00
				-----
				<b>48.00</b>
Schell, Steve	1410CO005	10/07/14	303	40.00
	1410CO028	10/15/14	308	48.00
				-----
				<b>88.00</b>
				-----
	<b>Total Cash Received:</b>			<b>136.00</b>

---

**Report Includes:**

All transaction dates between `10/01/14` and `10/31/14`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

---

**To Be Served:** Acosta, Ernie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5753 S Russell Rd Space 1, Globe	Bolinger, J	Mrs. Acosta	YES
<b>Time/Date:</b> 10:05:00 10/15/14			

---

**To Be Served:** Anthony, Larry

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES
<b>Time/Date:</b> 10:40:00 10/20/14			
DPS, Globe	Bolinger, J	M. Sneezy	YES
<b>Time/Date:</b> 10:35:00 10/23/14			

---

**To Be Served:** Ballard, Brandy R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Lake View Trl Park spc 129, Roosevelt	Bolinger, J		NO
<b>Time/Date:</b> 13:25:00 10/14/14			
Lake View Trl Park spc 129, Roosevelt	Bolinger, J		NO
<b>Time/Date:</b> 11:50:00 10/16/14			
brown house across from resort, Roosevelt	Bolinger, J	Brandy Ballard	YES
<b>Time/Date:</b> 12:20:00 10/16/14			

---

**To Be Served:** Ballard, Jayden

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
lake view mhp 129, Roosevelt	Bolinger, J		NO
<b>Time/Date:</b> 13:25:00 10/14/14			
lake view mhp 129, Roosevelt	Bolinger, J		NO
<b>Time/Date:</b> 11:50:00 10/16/14			
brown house across from resort, Roosevelt	Bolinger, J	Brandy Ballard	YES

---

**Time/Date:** 12:20:00 10/16/14

---

**To Be Served:** Bravo, Manuel R.

**Service Attempt**

120 W 10TH ST, Hayden

**Attempted By**

Bolinger, J

**Served On**

**Svd?**

NO

---

**Time/Date:** 11:20:00 10/15/14

---

**To Be Served:** Brundrett, Douglas

**Service Attempt**

Globe PD 175 N Pine St, Globe

**Attempted By**

Bolinger, J

**Served On**

GPD Dispatch

**Svd?**

YES

---

**Time/Date:** 12:15:00 10/28/14

---

**To Be Served:** Castaneda, AJ

**Service Attempt**

175 N Pine St GPD, Globe

**Attempted By**

Bolinger, J

**Served On**

GPD Dispatch

**Svd?**

YES

---

**Time/Date:** 13:30:10 10/14/14

---

**To Be Served:** Cluster, Richard

**Service Attempt**

8958 S Six Shooter canyon #87, Globe

**Attempted By**

Bolinger, J

**Served On**

Mrs. Cluster

**Svd?**

YES

---

**Time/Date:** 10:25:00 10/15/14

---

**To Be Served:** Corn, Robert W.

**Service Attempt**

1177 E. Monroe Street, Globe

**Attempted By**

Rust, K

**Served On**

P. Dodd

**Svd?**

YES

---

**Time/Date:** 13:51:00 10/07/14

---

**To Be Served:** Dodd, Virgil

**Service Attempt**

1177 E. Monroe Street, Globe

**Attempted By**

Rust, K

**Served On**

P. Dodd

**Svd?**

YES

---

**Time/Date:** 13:51:00 10/07/14

---

**To Be Served:** Evans, Ashley

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

380 S Second St, Globe	Bolinger, J	NO
<b>Time/Date:</b> 12:15:00 10/13/14		
380 S Second St, Globe	Bolinger, J	NO
<b>Time/Date:</b> 09:10:00 10/14/14		
380 S Second St, Globe	Bolinger, J	NO
<b>Time/Date:</b> 11:00:00 10/14/14		

**To Be Served:** Evans, John

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
380 S Second St, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:15:00 10/13/14			
380 S Second St, Globe	Bolinger, J		NO
<b>Time/Date:</b> 09:10:00 10/14/14			
380 S Second St, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:00:00 10/14/14			

**To Be Served:** Fink, M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneazy	YES
<b>Time/Date:</b> 10:20:00 10/22/14			

**To Be Served:** Flucker, M

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 S Six Shooter Canyon #2, Globe	Bolinger, J	Mrs. Flucker	YES
<b>Time/Date:</b> 12:50:00 10/20/14			

**To Be Served:** Gilmore, Olga R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
904 N Side, Globe	Bolinger, J	Olga Gilmore	YES
<b>Time/Date:</b> 12:25:00 10/27/14			

**To Be Served:** Higginbotham, Tai K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

1365 #2 Laurel St, Miami	Bolinger, J	Tai Higginbotham	YES
<b>Time/Date:</b> 10:40:00 10/29/14			
<b>To Be Served:</b> Hobbs, Sherri V.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
253 S Broad St #7, Globe	Bolinger, J		NO
<b>Time/Date:</b> 14:25:00 10/13/14			
1400 E Ash St, Globe	Rust, K	Sherri Hobbs	YES
<b>Time/Date:</b> 11:47:00 10/15/14			
<b>To Be Served:</b> Hodge, Sara			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
6073 Puerto Rico, Miami	Bolinger, J		NO
<b>Time/Date:</b> 13:50:00 10/10/14			
<b>To Be Served:</b> Licano, Gabriel			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5497 Apache Hills Ln, Globe	Bolinger, J	Gabriel Licano	YES
<b>Time/Date:</b> 12:40:00 10/13/14			
<b>To Be Served:</b> Licano, Mary B.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5497 E Apache Hills Lane, Globe	Bolinger, J	Mary Licano	YES
<b>Time/Date:</b> 12:40:00 10/13/14			
<b>To Be Served:</b> McGaha, Brian C.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter Cyn #30, Globe	Bolinger, J		NO
<b>Time/Date:</b> 11:50:00 10/21/14			
8958 S Six Shooter Cyn #30, Globe	Bolinger, J		NO
<b>Time/Date:</b> 09:00:00 10/22/14			
8958 S Six Shooter Cyn #30, Globe	Bolinger, J		NO
<b>Time/Date:</b> 08:05:00 10/23/14			

8958 S Six Shooter Cyn #30, Globe	Bolinger, J	Brian McGaha	YES
<b>Time/Date:</b> 18:35:00 10/23/14			
<b>To Be Served:</b> McLaughlin, Delan K.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Hacienda Estates #4/46 Dove LN - Resort, Roosevelt	Bolinger, J		NO
<b>Time/Date:</b> 13:00:00 10/14/14			
1400 E Ash St, Globe	Rust, K	Delan McLaughlin	YES
<b>Time/Date:</b> 14:18:00 10/15/14			
<b>To Be Served:</b> Melford, Carl W.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
Globe PD 175 N Pine St, Globe	Bolinger, J	K. Knox GPD Dispatch	YES
<b>Time/Date:</b> 11:25:00 10/14/14			
<b>To Be Served:</b> Miller, Marlyce M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5885 S Fransworth Way/Box 1039, Globe	Bolinger, J	Posted & Certified Males	YES
<b>Time/Date:</b> 12:15:00 10/14/14			
<b>To Be Served:</b> Nolin, Steven M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1775 N Broad St Space 68, Globe	Bolinger, J	Steve Nolin	YES
<b>Time/Date:</b> 10:00:00 10/20/14			
<b>To Be Served:</b> Nudson, Thor			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1177 E Monroe St, Globe	Bolinger, J	P. Dodd Civil Clerk	YES
<b>Time/Date:</b> 10:55:00 10/14/14			
<b>To Be Served:</b> Pearce, Tyler S.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1001 W Besich Blvd work, Globe	Bolinger, J	Tyler Pearce	YES

---

**Time/Date:** 11:05:00 10/23/14

---

**To Be Served:** Pena, Cane

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South St, Globe	Bolinger, J	P. Dodd	YES

**Time/Date:** 10:30:00 10/23/14

---

**To Be Served:** Perez, Rosa E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
296 W Blake St, Globe	Bolinger, J	Rosa Perez	YES

**Time/Date:** 14:15:00 10/01/14

---

**To Be Served:** Powell, David JR

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6231 Woodward Street, Globe	Bolinger, J		NO

**Time/Date:** 12:15:00 10/27/14

---

**To Be Served:** Renteria, Holly N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
940 Linda Vista dr, Globe	Bolinger, J		NO

**Time/Date:** 11:00:07 10/14/14

---

**To Be Served:** Ruiz, Laurie R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Globe High School, Globe	Bolinger, J	Laurie Ruiz	YES

**Time/Date:** 09:35:00 10/30/14

---

**To Be Served:** Skaggs, Scott T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
DPS, Globe	Bolinger, J	M. Sneezy	YES

**Time/Date:** 11:30:00 10/27/14

---

**To Be Served:** Snelling, George R. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

1100 South St Globe Jail, Globe

Bolinger, J

George Snelling

YES

**Time/Date:** 09:30:00 10/20/14**To Be Served:** VanBuskirk, Ray A.**Service Attempt****Attempted By****Served On****Svd?**

1400 E Ash St, Globe

Rust, K

Ray Vanbuskirk

YES

**Time/Date:** 15:46:00 10/15/14**To Be Served:** VANBUSKIRK, RAY**Service Attempt****Attempted By****Served On****Svd?**

5803 Eagle Ridge, Globe

Bolinger, J

Ray Vanbuskirk

YES

**Time/Date:** 11:50:00 10/14/14**To Be Served:** Vanbuskirk, Ray**Service Attempt****Attempted By****Served On****Svd?**

1400 E Ash St, Globe

Bolinger, J

Ray Vanbuskirk

YES

**Time/Date:** 13:10:00 10/02/14

2001 S Colina Dr, Globe

Rust, K

NO

**Time/Date:** 09:41:00 10/10/14

2001 S Colina Dr, Globe

Bolinger, J

NO

**Time/Date:** 14:05:00 10/10/14

2001 S Colina Dr, Globe

Bolinger, J

NO

**Time/Date:** 12:00:00 10/13/14

5803 Eagle Ridge, Globe

Bolinger, J

Ray Vanbuskirk

YES

**Time/Date:** 09:00:00 10/14/14

2001 S Colina Dr, Globe

Rust, K

NO

**Time/Date:** 11:16:42 10/15/14**To Be Served:** Wiegel, Officer**Service Attempt****Attempted By****Served On****Svd?**

Hayden Police Dept, Hayden

Bolinger, J

Yvette Office Manager

YES

**Time/Date:** 11:15:00 10/15/14

**To Be Served:** Zufelt, Pamela R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6167 Calle De Loma, Miami	Bolinger, J		NO
<b>Time/Date:</b> 14:25:00 10/01/14			
6167 Calle De Loma, Miami	Bolinger, J		NO
<b>Time/Date:</b> 12:15:00 10/03/14			

---

**Report Includes:**

All dates between `08:00:00 10/01/14` and `23:59:00 10/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

# GILA COUNTY TREASURER'S RECEIPT GILA COUNTY, ARIZONA

DATE 12-1-14

GILA COUNTY TREASURER  
RECEIVED  
111653 DEC-12

CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Multiple Funds FUND # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable

BILLING PERIOD NOVEMBER 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	4280	Service Fees	82	00
	2113		40	00
	115122		56	00
T-915- -2061	4280	CESTB Court Fees	5	00
			183	00

Preparer Signature: Kimberly Buesch Title Constable Clerk  
 Approved Signature: [Signature] Title Constable

**SUMMARY OF DEPOSIT**

Currency	
Coins	
Checks	183 <sup>00</sup>
<b>Total</b>	183 <sup>00</sup>

TREASURER By [Signature] Date 12/1/14



# Gila County Globe 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>	
Injunction Against Harassment	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition seven day notice	14	0	0.00	11	78.57	3	21.43
Subpoena Duces Tecum	1	0	0.00	1	100.00	0	0.00
Writ of Restitution	4	0	0.00	4	100.00	0	0.00
	1	0	0.00	1	100.00	0	0.00
<b>Totals</b>	<b>21</b>	<b>0</b>	<b>0.00</b>	<b>18</b>	<b>85.71</b>	<b>3</b>	<b>14.29</b>

---

---

### Report Includes:

All receive dates between `08:00:00 11/01/14` and `23:59:00 11/30/14`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`



# Gila County Globe 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>
Schell, Steve	1411CO021	11/26/14	357	40.00
				-----
				<b>40.00</b>
Trust Account, Flake & Little	1411CO015	11/26/14	355	87.00
				-----
				<b>87.00</b>
				-----
	<b>Total Cash Received:</b>			<b>127.00</b>

---

### Report Includes:

All transaction dates between `11/01/14` and `11/30/14`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Avalos, Mary

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
375 S Third St, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:30:00 11/17/14			
375 S Third St, Globe	Bolinger, J	Mary Avalos	YES
<b>Time/Date:</b> 17:45:00 11/18/14			

**To Be Served:** Corn, Robert W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 South Street, Globe	Bolinger, J	P. Dodd	YES
<b>Time/Date:</b> 10:45:00 11/19/14			

**To Be Served:** Escobedo, Anita

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E Ash St work, Globe	Bolinger, J	Anita Escobedo	YES
<b>Time/Date:</b> 10:00:00 11/17/14			
1400 E Ash St work, Globe	Bolinger, J	Anita Escobedo	YES
<b>Time/Date:</b> 10:00:00 11/17/14			

**To Be Served:** Fisher, Mr.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8958 Six Shooter Canyon #6, Globe	Bolinger, J	Mr. Fisher	YES
<b>Time/Date:</b> 13:30:00 11/24/14			

**To Be Served:** Fleischaker, Elijah

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Detention Home, Globe	Bolinger, J	Elijah Fleischaker	YES
<b>Time/Date:</b> 10:20:00 11/17/14			

**To Be Served:** Gilmore, Olga R.

**Service Attempt****Attempted By****Served On****Svd?**

904 N Side, Globe

Bolinger, J

Olga Gilmore

YES

**Time/Date:** 10:00:00 11/12/14

**To Be Served:** Gonzales, Joshua

**Service Attempt****Attempted By****Served On****Svd?**

375 S 3rd Street Apt A, Globe

Bolinger, J

NO

**Time/Date:** 10:30:00 11/17/14

375 S 3rd Street Apt A, Globe

Bolinger, J

Joshua Gonzales

YES

**Time/Date:** 17:45:00 11/18/14

**To Be Served:** James, Joseph

**Service Attempt****Attempted By****Served On****Svd?**

7488 Weaver Circle, Globe

Bolinger, J

Joseph James

YES

**Time/Date:** 18:48:00 11/12/14

**To Be Served:** James, Korben R.

**Service Attempt****Attempted By****Served On****Svd?**

7488 E Weaver Circle, Globe

Bolinger, J

Korben James

YES

**Time/Date:** 18:40:00 11/12/14

**To Be Served:** Licano, Mary B.

**Service Attempt****Attempted By****Served On****Svd?**

5497 E Apache Hills Lane, Globe

Bolinger, J

Mary Licano

YES

**Time/Date:** 17:30:00 11/18/14

**To Be Served:** Magee, Rita M.

**Service Attempt****Attempted By****Served On****Svd?**

1039 E Saguaro Dr Unit G41, Globe

Bolinger, J

Riat Magee

YES

**Time/Date:** 12:15:00 11/18/14

**To Be Served:** Morales, Andrew

**Service Attempt****Attempted By****Served On****Svd?**

202 S High St, Globe	Bolinger, J	Andrew Morales	YES
<b>Time/Date:</b> 10:35:00 11/17/14			
<b>To Be Served:</b> Morales, Frank			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
202 S High St, Globe	Bolinger, J	Frank Morales	YES
<b>Time/Date:</b> 10:35:00 11/17/14			
<b>To Be Served:</b> Nieto, Ricardo			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1775 N Broad St #52, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:30:00 11/13/14			
<b>To Be Served:</b> Nieto, Silveria M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1775 N Broad Street #72, Globe	Bolinger, J		NO
<b>Time/Date:</b> 10:30:00 11/13/14			
<b>To Be Served:</b> Reams, Sierra			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5497 Apache Hills Lane, Globe	Bolinger, J		NO
<b>Time/Date:</b> 17:30:00 11/18/14			
<b>To Be Served:</b> Smith, Terri S.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5602 Cobb Ave, Globe	Bolinger, J	Posted	YES
<b>Time/Date:</b> 10:30:00 11/12/14			
<b>To Be Served:</b> Storm, Sherry			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1039 E Saguaro Drive Apt I57, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:20:00 11/18/14			
1039 E Saguaro Drive Apt I57, Globe	Bolinger, J		NO

**Time/Date:** 17:55:00 11/18/14

1039 E Saguaro Drive Apt I57, Globe

Bolinger, J

NO

**Time/Date:** 19:00:00 11/18/14

1039 E Saguaro Drive Apt I57, Globe

Bolinger, J

NO

**Time/Date:** 09:00:00 11/19/14

1039 E Saguaro Drive Apt I57, Globe

Bolinger, J

Sherry Storm

YES

**Time/Date:** 11:15:00 11/19/14

**To Be Served:** Werner, Anaya M.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

5550 Glendale Ave, Globe

Bolinger, J

Anaya Werner

YES

**Time/Date:** 10:15:00 11/12/14

**To Be Served:** Werner, Desiree A.

**Service Attempt**

**Attempted By**

**Served On**

**Svd?**

5550 S Glendale Avenue, Globe

Bolinger, J

Desiree Werner

YES

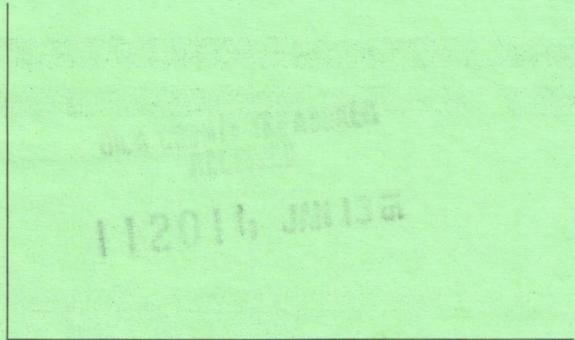
**Time/Date:** 10:15:00 11/12/14

**Report Includes:**

All dates between `08:00:00 11/01/14` and `23:59:00 11/30/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

# GILA COUNTY TREASURER'S RECEIPT

## GILA COUNTY, ARIZONA



DATE 1-13-15

CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Multiple Accts FUND # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable Office

BILLING PERIOD December 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
T913 - - 2061	50694	CESTB Writ Fee	5	00
	50886	"	5	00
1005.321.3405.80	50694	Service Fees	82	00
	50886		59	00
	1117		40	00
	1055		40	00
	2151		120	00
	6088		48	00
			399	00

Preparer Signature: Kimberly Brest Title Constable Clerk

Approved Signature: [Signature] Title Constable

**SUMMARY OF DEPOSIT**

Currency	
Coins	
Checks	399
<b>Total</b>	<b>399</b>

TREASURER By [Signature] Date 1/13/15



# Gila County Globe 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>
Clore, Jeffrey Dean	1412CO044	12/30/14	388	40.00
				-----
				<b>40.00</b>
Hayes, Dana Janice	1412CO036	12/23/14	380	40.00
				-----
				<b>40.00</b>
Perlman, John	1412CO026	12/18/14	377	48.00
				-----
				<b>48.00</b>
Process, JJJ	1412CO010	12/12/14	371	69.00
	1412CO022	12/16/14	373	64.00
				-----
				<b>133.00</b>
Schell, Steve	1412CO023	12/16/14	374	40.00
	1412CO024	12/16/14	375	40.00
	1412CO025	12/16/14	376	40.00
				-----
				<b>120.00</b>
				-----
				<b>381.00</b>
	<b>Total Cash Received:</b>			

### Report Includes:

All transaction dates between `12/01/14` and `12/31/14`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Gila County Globe 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>	
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Motion and Order	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	9	1	11.11	8	88.89	0	0.00
Order of Protection	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	5	1	20.00	4	80.00	0	0.00
seven day notice	3	0	0.00	3	100.00	0	0.00
Subpoena Duces Tecum	20	5	25.00	15	75.00	0	0.00
Summons Forcible Detainer	2	0	0.00	2	100.00	0	0.00
Writ of Garnishment Earnings	2	1	50.00	1	50.00	0	0.00
<b>Totals</b>	<b>44</b>	<b>8</b>	<b>18.18</b>	<b>36</b>	<b>81.82</b>	<b>0</b>	<b>0.00</b>

**Report Includes:**

All receive dates between `08:00:00 12/01/14` and `23:59:00 12/31/14`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`



# Gila County Globe Regional Constable's Office

## Civil Process Service Attempts Summary

**To Be Served:** Acosta, Ernie

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5753 S Russell Rd Space 1, Globe	Taylor, R C	Posted And Certified Mail.	YES
<b>Time/Date:</b> 11:20:00 12/30/14			

**To Be Served:** Acosta, Joseph

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6005 Morrow Ave, Miami	Bolinger, J		NO
<b>Time/Date:</b> 11:50:00 12/10/14			
6005 Morrow Ave, Miami	Taylor, R	Joseph,Acosta	YES
<b>Time/Date:</b> 11:55:00 12/12/14			

**To Be Served:** acosta, TA c/o Tammy

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1251 Upper Pinal Creek Rd #11, Globe	Bolinger, J		NO
<b>Time/Date:</b> 12:10:00 12/10/14			
1251 Upper Pinal Creek Rd #11, Globe	Taylor, R	Tammy,Acosta.	YES
<b>Time/Date:</b> 10:35:00 12/12/14			

**To Be Served:** Alvarado, Sondra M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8002 Pinal View Dr, Globe	Taylor, R C	Sondra Alvarado	YES
<b>Time/Date:</b> 09:55:00 12/30/14			

**To Be Served:** Clark, Brandi (.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2165 N Wheatfields Rd 23 A or 421 A or 24B, Globe	Taylor, R		NO
<b>Time/Date:</b> 10:50:00 12/17/14			

2165 N Wheatfields Rd 24B, Globe	Taylor, R	Brandi Clark	YES
<b>Time/Date:</b> 11:55:00 12/17/14			
<b>To Be Served:</b> Cluster, Richard			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter canyon #87, Globe	Bolinger, J	Cynthia Cluster	YES
<b>Time/Date:</b> 12:45:00 12/16/14			
<b>To Be Served:</b> Dalgarn, Riley			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1244 Hagen Hill, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:20:00 12/23/14			
1244 Hagen Hill, Globe	Taylor, R C	Robert Dalgarn	YES
<b>Time/Date:</b> 11:50:00 12/23/14			
<b>To Be Served:</b> Damas, Lonnie			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5831 Short Ave, Globe	Taylor, R	Lonnie Damas	YES
<b>Time/Date:</b> 11:10:00 12/16/14			
<b>To Be Served:</b> Degner, Bryan			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter Canyon Space 30, Globe	Taylor, R		NO
<b>Time/Date:</b> 12:35:00 12/16/14			
8958 S Six Shooter Canyon Space 30, Globe	Taylor, R	Bryan Degner	YES
<b>Time/Date:</b> 17:31:00 12/17/14			
<b>To Be Served:</b> Flucker, Danyla			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
8958 S Six Shooter Canyon Space 2, Globe	Taylor, R	Dnayla Flucker	YES
<b>Time/Date:</b> 12:25:00 12/16/14			
<b>To Be Served:</b> Gas, Matlock			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>

	Taylor, R	C. Roberts	YES
<b>Time/Date:</b>	10:50:00 12/16/14		
<b>To Be Served:</b> Haines, Charles			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch Badge 44-6	YES
<b>Time/Date:</b>	11:30:00 12/10/14		
<b>To Be Served:</b> Hamlet, Troy V.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
541 W Hackney Ave #27, Globe	Taylor, R C	Troy Hamlet	YES
<b>Time/Date:</b>	10:00:00 12/23/14		
<b>To Be Served:</b> Harper, Jerri J.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
859 w live oak st #3, Miami	Taylor, R	jerri harper	YES
<b>Time/Date:</b>	11:10:00 12/08/14		
<b>To Be Served:</b> Harper, Matthew			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
859 W Live Oak St # 3, Miami	Taylor, R	matthew harper	YES
<b>Time/Date:</b>	11:10:00 12/08/14		
<b>To Be Served:</b> Hill, Mike			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1100 South St GCSO, Globe	Bolinger, J	P. Dodd Civil Clerk	YES
<b>Time/Date:</b>	11:10:00 12/10/14		
<b>To Be Served:</b> Hunter, Amber			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
5817 Short Ave.n, Globe	Taylor, R		NO
<b>Time/Date:</b>	10:10:00 12/16/14		
5910 Marrow St., Claypool	Taylor, R	Amber,Hunter	YES

---

**Time/Date:** 11:10:00 12/16/14

---

**To Be Served:** Johnson, Dominique

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5831 Short Ave, Globe	Taylor, R C	Dominique Johnson	YES

**Time/Date:** 11:25:00 12/29/14

---

**To Be Served:** Johnson, Maria A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
5831 Short Ave, Globe	Taylor, R C	Maria Johnson	YES

**Time/Date:** 11:22:00 12/29/14

---

**To Be Served:** Lambert, Darlene

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W Hackney Ave #16, Globe	Taylor, R C	Darlene Quarles Lambert	YES

**Time/Date:** 10:05:00 12/23/14

---

**To Be Served:** Lawhon, Jerry W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
US Forest Department, Globe	Taylor, R C	Jerry Lawhon	YES

**Time/Date:** 12:00:00 12/23/14

---

**To Be Served:** Melvin, Elizabeth

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W Hackney Ave #29, Globe	Taylor, R C	Elizabeth Melvin	YES

**Time/Date:** 09:50:00 12/23/14

---

**To Be Served:** Morgan, Kyle W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
Holiday Hills Sp 135 HC2 Box 4, Globe	Taylor, R	kyle morgan	YES

**Time/Date:** 09:55:00 12/19/14

---

**To Be Served:** Oropeza, Kelly A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

---

1413 S Walliman Rd, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:50:00 12/29/14			
1413 S Walliman Rd, Globe	Taylor, R C	Kelly Oropeza	YES
<b>Time/Date:</b> 14:10:00 12/29/14			

---

**To Be Served:** Oropeza, Valente J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1413 S Walliam Rd, Globe	Taylor, R C		NO
<b>Time/Date:</b> 11:50:00 12/29/14			
1413 S Walliam Rd, Globe	Taylor, R C	Valente Oropeza	YES
<b>Time/Date:</b> 14:10:00 12/29/14			

---

**To Be Served:** Packard, Anderson L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
2196 Escudilla Dr #55, Globe	Taylor, R	Anderson packard	YES
<b>Time/Date:</b> 11:55:00 12/18/14			

---

**To Be Served:** Perez, Jonathan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
6206 S Russell Rd 39, Globe	Bolinger, J	Jonathan Perez	YES
<b>Time/Date:</b> 12:00:00 12/27/14			

---

**To Be Served:** Phillips, Larrissa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W Hackney Ave #27, Globe	Taylor, R C	Larrissa Phillips	YES
<b>Time/Date:</b> 09:55:00 12/23/14			

---

**To Be Served:** Phillips, Lorraine R.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
541 W Hackney Ave #27, Globe	Taylor, R	Lorraine Phillips	YES
<b>Time/Date:</b> 10:00:00 12/23/14			

---

**To Be Served:** Philpot, Ashleigh N.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
------------------------	---------------------	------------------	-------------

6094 Calle De Loma, Miami	Taylor, R		NO
<b>Time/Date:</b> 12:30:00 12/15/14			
6094 Calle De Loma, Miami	Taylor, R	Ashleigh,Philpot	YES
<b>Time/Date:</b> 09:25:00 12/16/14			
6094 Calle De Loma, Miami	Taylor, R C	posted certified mail	YES
<b>Time/Date:</b> 09:55:00 12/24/14			
<hr/>			
<b>To Be Served:</b> Powell (Higginbotham), Joy			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1741 West Sturgeon Dr, Miami	Taylor, R	Joy Powell	YES
<b>Time/Date:</b> 12:00:00 12/16/14			
<hr/>			
<b>To Be Served:</b> Roehm, Darie K.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
7400 Alamo Way, Globe	Tarango, R		NO
<b>Time/Date:</b> 13:00:00 12/30/14			
<hr/>			
<b>To Be Served:</b> ROGERS, SCOTT T.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
541 W Hackney Ave #30, Globe	Taylor, R C	Scott Rogers	YES
<b>Time/Date:</b> 10:49:00 12/30/14			
<hr/>			
<b>To Be Served:</b> Smith, Phil			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
274 N Broad St, Globe	Bolinger, J	Phil Smith	YES
<b>Time/Date:</b> 11:35:00 12/10/14			
<hr/>			
<b>To Be Served:</b> Yeager, Michael T.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
175 N Pine St GPD, Globe	Bolinger, J	GPD Dispatch Badge 44-6	YES
<b>Time/Date:</b> 11:30:00 12/10/14			

**Report Includes:**

All dates between `08:00:00 12/01/14` and `23:00:00 12/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

**ARF-3170**

**Consent Agenda Item**

**3. H.**

**Regular Meeting**

**Meeting Date:** 05/26/2015

**Reporting Period:** April 7, 2015 and May 5, 2015

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Laurie Kline, Deputy Clerk, Clerk of the Board of Supervisors

---

**Information**

**Subject**

April 7, 2015, and May 5, 2015, Board of Supervisors' meeting minutes.

**Suggested Motion**

Approval of the April 7, 2015, and May 5, 2015, Board of Supervisors' meeting minutes.

---

**Attachments**

BOS 05-05-15 Meeting Minutes

BOS 04-07-15 Meeting Minutes

---

**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: May 5, 2015

**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

---

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; Jacque Griffin, Assistant County Manager/Librarian; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

**Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Sanders led the Pledge of Allegiance and Pastor Dave Barber of the Star Valley Baptist Church (via ITV) delivered the invocation.

**Item 2 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 15-05-01 designating Pinal Canyon Road and Hermosa Vista Road as Country Dirt Roads and accepting the roads into the Gila County Maintained Roadway System.**

Steve Sanders, Public Works Division Deputy Director, stated that this process was started some time ago and that the property owners for the 11 parcels along the two roads, as stated above, have granted easements to the County. The roads are located south of Globe in the Little Acres area of the County. The roads meet the requirements of Gila County Country Dirt Road Policy ENG 03-04 and adoption of Resolution No. 15-05-01 is the final step in the process to designate the roads as Country Dirt Roads and to accept them into the Gila County Maintained Roadway System. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously

adopted Resolution No. 15-05-01. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to adopt Resolution No. 15-05-02 renewing a non-exclusive, non-public water franchise for the Bonita Creek Land and Homeowners' Association (BCLHA) for an additional 15 years, from May 5, 2015, to May 4, 2030.**

Marian Sheppard, Clerk of the Board, provided a brief history of this franchise license, as follows: In 1956, the Board of Supervisors issued a franchise license to Rancho Bonita Creek Water Company to provide water to customers in the Bonita Creek community, which is located northeast of Payson. In 1992, the Board adopted Resolution No. 92-2-1, which authorized the transfer of the license to Bonita Creek Land and Homeowners' Association (BCLHA). BCLHA has been providing water to its customers for the past 23 years. Ms. Sheppard advised that the Board's issuance of the license is part of the legal requirement to obtain a Certificate of Convenience and Necessity (CC&N) from the Arizona Corporation Commission in order to operate the water company. She further advised that Ken Nagy, Water Director for BCLHA and the applicant, was unable to attend the meeting; however, he could be reached by phone. Ms. Sheppard stated that late in the internal review process, a statement was added to the resolution, which also serves as the franchise license, whereby a current CC&N must be presented to the Board within six months from today, if the Board adopts Resolution No. 15-05-02.

Ms. Sheppard advised that, to date, none of the qualified electors has petitioned the Board to deny such privilege; therefore, she recommended that the Board proceed with the required public hearing and if no one objects to the renewal of the franchise license for 15 years, she recommended the Board's approval. Chairman Pastor thanked Ms. Sheppard for the presentation and he opened the public hearing. No one from the public offered comments; therefore, Chairman Pastor closed the public hearing and asked for a motion from the Board. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 15-05-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to adopt Order No. LL-15-01, a liquor license application submitted by Michael A. Dahling for a new Series 12 restaurant license for Old County Inn located in Pine, Arizona.**

Ms. Sheppard advised that an application was submitted by Michael A. Dahling for a new series 12 restaurant license, which allows a restaurant to sell liquor for on-site consumption. She advised that Michael Dahling is the applicant and he is a 50% owner of the restaurant. She also advised that the County has an internal review process to ensure that all County permitting requirements are being met by the applicant and that the applicant is current on paying

property taxes for any property owned in Gila County. She advised that the Building Permitting Department, Health Department and the Treasurer's Office reviewed the application and each Department/Office has conveyed that there aren't any pending County-related issues with regard to this restaurant and applicant. Ms. Sheppard stated that she has not received any objection letters; therefore, she recommended that the Board proceed with the public hearing and if no one objects, she recommended that the Board vote to recommend the Arizona Department of Liquor Licenses and Control's approval of the license. Chairman Pastor opened the public hearing and there were no comments from the public; therefore, he closed the public hearing and asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Order No. LL-15-01.

### **Item 3 – REGULAR AGENDA ITEMS:**

#### **A. Information/Discussion/Action to thank the Military Order of the Purple Heart for the important work they are doing on behalf of American Veterans and adopt Proclamation 2015-08 proclaiming Gila County as a Purple Heart County.**

Michael Pastor, District II Supervisor, introduced distinguished guest Frank Giroux of The Military Order of the Purple Heart, who thanked the Board for the patriotism that has been demonstrated by the recognition of Veterans this day. Chairman Pastor advised that a copy of Proclamation No. 2015-08 would be presented to each Veteran, those present at the meeting in Globe and those present in Payson. A copy of the Proclamation will be mailed to those who could not attend the meeting. He read aloud the names of the Purple Heart recipients in Payson, as follows: David Main, Raymond Kinsman, George L. Joiner, Jr., C.R. "Doc" Hewlett, Chester Gandy, Wayne E. Liebzeit and John Shoemaker. Vice-Chairman Martin read aloud the Veterans organizations in Payson, as follows: VFW; Elks Lodge #2154; American Legion, Tonto Rim Post 69; White Mountain Apache Veterans; Payson Military Honor Guard; Greater Payson Moose Lodge #852; VFW, Ft. Reno Post 8807; and, Marine Corps League, PVT. Joe Hardt, Detachment 818.

Chairman Pastor read aloud the names of the Purple Heart recipients in Globe, as follows: Richard Kuntz, Fernando Trujillo, Gary Leuenhagen, Columbus M. Petty, Thomas Young, Bill Newman, Francis Eolwander, Bill Byrne, Jr., Michael Tower, James Muhr, Ramon C. Garcia, Raymond Geraldo, Armando Horta, Leonard Leverance, Joe Campos (Chairman Pastor's Uncle), William Baca, Harry Offerman, Raymond Veader, Michael Howell and Russell A. Haught. He then announced the Veterans organizations, as follows: VFW, Louie E. Higdon Post 1704; American Legion, Henry Berry Post 4; and San Carlos Apache Veterans. Two distinguished Veteran guests in attendance were also presented with a copy of the Proclamation and recognized: Palmer Miller, Veterans Liaison Case Worker for Congresswoman Ann Kirkpatrick's Office, and Sean

Johnson, Wounded Warrior Military and Veteran Liaison for Congressman Paul Gosar's Office.

Chairman Pastor recessed the meeting at 10:30 a.m. for the Veterans to have refreshments and in order for photographs to be taken. He reconvened the meeting at 10:43 a.m. and asked for a motion from the Board on agenda item 3A. Supervisor Marcanti thanked the Military Order of the Purple Heart for the important work they are doing on behalf of the American Veterans and he made a motion to adopt Proclamation No. 2015-08, which was seconded by Vice-Chairman Martin and unanimously approved by the Board. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to accept a donation from Capstone Mining Corporation - Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program.**

Sharon Winters, Recycling and Landfill Manager stated that the County is fortunate that Capstone Mining Corporation–Pinto Valley Operations has donated \$2,500 to support the County's Refurbished Bike Program and she requested that the Board accept the donation. Chairman Pastor inquired as to the length of time the County Refurbished Bike Program has been in operation, to which Ms. Winters replied that the County initiated this Program approximately 10 years ago at the time the Arizona Department of Corrections ceased its Refurbished Bike Program. The initial goal of the Program was to rebuild 30 to 40 bikes per year, which are given to children around Christmas time; however, that number has risen to approximately 140 bikes per year. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a donation from Capstone Mining Corporation-Pinto Valley Operations to the Gila County Recycling & Landfill Department in the amount of \$2,500 to purchase parts for the County's Refurbished Bike Program.

**C. Information/Discussion/Action to adopt Resolution 15-05-03 which authorizes the execution of an Intergovernmental Service Agreement between the Gila County Sheriff's Office and Tonto Apache Tribe for housing detainees at the Gila County Detention Facility for an initial term to begin once the Agreement has been fully executed and shall end on May 1, 2017.**

Matt Solberg, Sheriff's Office Detention Commander, stated that an intergovernmental agreement for housing Tonto Apache Tribe detainees at the Gila County detention facilities in both Globe and Payson was in effect prior to this Intergovernmental Service Agreement; however, it has expired. He stated that this Intergovernmental Service Agreement has been reviewed and approved by Tribal and County legal counsel with regard to the security of the

detainees should there be a need for hospitalization of the detainees while in custody. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution 15-05-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to approve the Sheriff's Office electronic submission of a Revised 2015 State Homeland Security Grant Program Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$55,292.**

Keith Thompson, Sheriff's Office Patrol Commander Lieutenant, first apologized to the Board for submitting the grant application prior to obtaining the Board's approval, which was due to the application deadline. He advised that in 2014, a grant application was submitted to obtain grant funding to purchase equipment for a communications upgrade in the dispatch offices. The Sheriff's Office was partially awarded the grant in the amount of \$25,912. The Sheriff's Office submitted a new grant application this year with requested corrections to continue the communications upgrade in the amount of \$55,292 to upgrade four dispatch consoles, and it will also integrate current and updated software and programming. The communications upgrade will increase the level of communications service and will also allow the Sheriff's Office to communicate with outlying areas in the event of a catastrophic emergency. Supervisor Marcanti inquired as to the process used to locate citizens in the event of an emergency. Mr. Thompson explained that cell phone providers are contacted and they can "ping" the customer's cell phone in a general way to find out the location of the phone. Chairman Pastor inquired if this upgrade would improve the communications issues that occur in the Payson area. Mr. Thompson replied that communications issues would be improved by 100% as the upgraded equipment would allow for communications to be sent to multiple entities at the same time, thereby reducing errors in transferal of information from one entity to another. The amount of the grant application was verified and agreed upon by the Board and Mr. Thompson. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Sheriff's Office electronic submission of a Revised 2015 State Homeland Security Grant Program Application to the State of Arizona, Department of Homeland Security for a communications upgrade in the amount of \$55,292.

**E. Information/Discussion/Action to approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE14-055408) between the Arizona Department of Economic Security and the Gila County Board of Supervisors to increase the total contract amount from \$4,826,020 to \$4,876,020, of which said funds are utilized for the Gila/Pinal Local Workforce Investment Area per the requirements of the Workforce Investment Act.**

Malissa Buzan, Community Services Division Director, explained that this contract funding increase is due to the split of Gila County and Pinal County as a Workforce Investment Area under the Workforce Investment Act. Pinal County has taken action to dissolve the Gila-Pinal consortium in order to become its own Workforce Investment Area, so this \$50,000 will be used for that endeavor. Ms. Buzan added that Gila County will be joining the Navajo County-Apache County Workforce Investment Area, so Navajo County will also receive \$50,000 to assist with Gila County's integration into that consortium. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE14-055408) between the Arizona Department of Economic Security and the Gila County Board of Supervisors to increase the total contract amount from \$4,826,020 to \$4,876,020.

**F. Information/Discussion/Action to approve a Lease Agreement between Payson Unified School District (PUSD) and the Gila County Community Services Division, Gila Employment and Special Training Program, whereby the PUSD will lease a building at 501 S. McLane, Payson, Arizona, to Gila County at a cost of \$500 per month for use as an adult day treatment center to provide services to clients enrolled in the Arizona Department of Developmental Disabilities Program, effective June 1, 2015, through June 1, 2016.**

Ms. Buzan stated that the Gila Employment and Special Training (GEST) Program in Payson is in need of a larger and more suitable place to provide services to its clients. The Payson Unified School District has agreed to lease a separate building located behind the high school to the County, which will provide sufficient space and room to grow in order to provide services to GEST clients. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Lease Agreement, as stated above, between Payson Unified School District (PUSD) and the Gila County Community Services Division, Gila Employment and Special Training Program.

**G. Information/Discussion/Action to approve an Amendment to Intergovernmental Agreement (IGA) No. 022414 between Gila County and the City of Globe to extend the IGA for a one-year period, whereby upon request from the City of Globe, the County will provide excess granite resurfacing material on occasion and when available during the time period of March 18, 2015, to March 17, 2016, for use in the City's park recreational facilities.**

Jeff Hassenius, Finance Division Director, stated that this Amendment would afford the City of Globe the opportunity to request granite resurfacing material from the County to use in park recreational areas and parking lots and that it would be installed using equipment that is owned by the City of Globe and operated by City employees. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Amendment to

Intergovernmental Agreement (IGA) No. 022414, as stated above, between Gila County and the City of Globe.

**H. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 110514 for janitorial service in southern Gila County; award to the lowest, most responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder, for an amount not to exceed \$92,036.86 per year, unless carpet cleaning (an additional \$0.18 per square foot) and stripping and waxing floors (an additional \$0.25 per square foot) services are required.**

Mr. Hessenius stated that this request is for the Board to award a contract for services as provided in Request for Proposals (RFP) No. 110514. The Board authorized the advertisement of the RFP on March 17, 2015; it was advertised in the Arizona Silver Belt newspaper on March 25, 2015, and April 1, 2015; and the bids were opened on April 8, 2015. This contract is for janitorial services to be provided at the Globe Courthouse, Guerrero building, Health and Community Services offices, WIC (Women, Infants and Children) building, Public Works Administration building, Facilities/Sign Shop, and the Michaelson building. There is a separate line item for the Copper Administration building, which is anticipated to be occupied later in 2015. Chairman Pastor inquired if there would be an adjustment when County employees are no longer in the Michaelson building by providing a 30-day notice, to which Mr. Hessenius replied stated that Chairman Pastor was correct. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously awarded a contract for services as provided in RFP No. 110514 to Jani-Serv, Inc. in an amount not to exceed \$92,036.86 per year, unless carpet cleaning (an additional \$0.18 per square foot) and stripping and waxing floors (an additional \$0.25 per square foot) services are required; and authorized the Chairman's signature on the contract.

**I. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 040615 - Colcord Road Paving Project.**

Mr. Hessenius stated that thus far the County has completed Phase I of the paving of Colcord Road and this request to advertise an invitations for bids would be to extend the paving on Colcord Road another 1.2 miles. Chairman Pastor inquired as to the funds that will be used for this project, whether they are Highway User Revenue Funds or the County's half-cent transportation excise tax funds. Mr. Hessenius replied that this project is funded using the half-cent transportation excise tax funds. Chairman Pastor asked how it is determined which of those two funds are to be used. Mr. Hessenius deferred to Steve Sanders, Deputy Director Public Works, who explained how that determination was made. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Invitation for Bids No. 040615 - Colcord Road Paving Project.

**Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval to adopt Resolution No. 15-05-04 authorizing Gila County Probation Department's participation in the FY 2015-2016 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,719 for the Program will be provided by the County. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS13-040496) between Gila County and the Arizona Department of Health Services to continue to provide HIV care and support services to Gila, Apache and Navajo Counties for the period of April 1, 2015, through March 31, 2016, in the amount of \$217,613.00.**

**C. Approval of the SNAP (Supplemental Nutrition Assistance Program) Community Organization Partnership Application for federal fiscal year 2016 between the Arizona Community Action Association and the Gila County Community Services Division, Community Action Program which, if approved, will allow Gila County to continue to be a SNAP Organization Partner and be reimbursed for expenses in an estimated amount of \$9,568.95 for the period of October 1, 2015, through September 30, 2016.**

**D. Approval of Modification No. 4 to Cooperative Law Enforcement Agreement No. 11-LE-11031200-004 between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service to decrease the funding amount from \$75,980 to \$74,800, incorporate some administrative changes, and extend the performance period to December 31, 2015.**

**E. Approval of a Letter of Agreement (Number 2015-04) between the U.S. Department of Justice Drug Enforcement Administration and the Gila County Sheriff's Office in the amount of \$20,000 for the period of January 1, 2015, through December 31, 2015, in order to provide overtime pay related to the Domestic Cannabis Eradication/Suppression Program.**

**F. Approval of an Application for Extension of Premises/Patio Permit submitted by Randy D. Nations to temporarily extend the premises where liquor is permitted to be sold at the Sidewinders Tavern & Grill, which is located in Pine, Arizona for an event to be held on May 9, 2015.**

**G. Approval of the following appointments to the Gila County Cooperative Extension Advisory Board: 1) Reappointment of Clark Richens for**

**another two-year term of office, retroactive from January 1, 2015, through December 31, 2016; and 2) appointment of Mike Burket to fill a vacancy on said Board beginning May 5, 2015 through December 31, 2016.**

**H. Approval of a request submitted by the 2015 Junior Class of Globe High School to waive fees for the use of the Gila County Fairgrounds Exhibit Hall for the School's Junior/Senior Prom that was held on April 25, 2015.**

**I. Acknowledgment of the appointments of Robert McKusick and Lynn Hocking to the Canyon Water Improvement District Governing Board, terms ending December 31, 2018.**

**J. Acknowledgment of the March 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**K. Acknowledgment of the March 2015 monthly activity report submitted by the Payson Regional Constable's Office.**

**L. Acknowledgment of the March 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**M. Approval of the April 21, 2015, and April 28, 2015, Board of Supervisors' meeting minutes.**

**N. Acknowledgment of the Human Resources reports for the weeks of April 7, 2015, April 14, 2015, April 21, 2015, and April 28, 2015.**

#### **APRIL 7, 2015**

##### **DEPARTURES:**

1. Stacey Bryant – Public Works – Administrative Clerk Specialist – 04/03/15 – Public Works Fund – DOH 12/26/11
2. Jerry Farr – Public Works – Temporary Construction Project Manager – 03/30/15 – Public Works Fund – DOH 02/14/13
3. Richard Stockwell- Sheriff's Office – Detention Officer – 03/29/15 – General Fund – DOH 02/07/11
4. Octavio Castillo – Probation – Juvenile Detention Officer – 04/02/15 – General Fund – DOH 10/06/14

##### **NEW HIRES:**

5. Sidney Wells Jr. – Public Works – Road Maintenance/Equipment Operator – 04/13/15 – Public Works Fund – Replacing C. Brent Bailey
6. Michael Lorka – Probation – Juvenile Detention Officer (.48) – 04/13/15 – General Fund – Replacing Marilyn Hinrichs
7. Thomas Seagraves – Probation – Juvenile Detention Officer – 04/13/15 – General Fund – Replacing Jose Frayrez

##### **TEMPORARY HIRES TO COUNTY SERVICES:**

8. Paul Larkin – Health and Emergency Services – Hearing Officer – 04/13/15  
– Rabies Control Fund – Replacing Brian Hudson

DEPARTMENTAL TRANSFERS:

9. Lee Alexander – Sheriff's Office – From Detention Officer Sgt. – To Detention  
Officer Lt. – 04/01/15 – General Fund – Replacing Sandra Estrada

OTHER ACTIONS:

10. John Root – Public Works – From Fleet and Equipment Maintenance  
Supervisor – To Fleet and Fuel Supervisor – 03/30/15 – Public Works Fund –  
Classification and Compensation Study grade update

11. Martina Burnam – Probation – Probation Aide – 04/13/15 – From Juvenile  
Probation Service Fee (.50)/General (.50) Funds – To General Fund – Change in  
fund codes

12. Glen Farnham – Public Works – Vehicle and Equipment Maintenance  
Supervisor – 03/30/15 – Public Works Fund – Classification and  
Compensation Study salary and grade update

REQUEST TO POST:

13. Public Works – Road Maintenance Worker – Vacated by Travis Wills

14. Public Works – Design Engineer – Vacated by Jerry Farr

15. Public Works – Administrative Clerk Specialist – Vacated by Stacey Bryant

**APRIL 14, 2015**

DEPARTURES:

1. Nawarut Marschke – Community Services – Temporary WEX Participant –  
04/01/15 – Workforce Investment Act IV Fund – DOH 01/05/15

2. Julie Treadwell – Community Services – Temporary WEX Participant –  
04/01/15 - Workforce Investment Act IV Fund – DOH 01/05/15

3. James Hinton – Health and Emergency Services – Hearing Officer –  
02/10/14 – Health Service Fund – DOH 03/15/12

4. Carlos Mejia – Superior Court – Bailiff Interpreter – 06/30/15 – Law Library  
Fund – DOH 03/08/10

NEW HIRES:

5. Michael Sellars – Globe Regional Justice Court – Justice Court Clerk –  
04/20/15 – General Fund – Replacing Karrie Powers

6. Jessica Pringle – Globe Regional Justice Court – Justice Court Clerk  
Associate – 04/20/15 – General Fund – Replacing Shayla Rincon

TEMPORARY HIRES TO COUNTY SERVICES:

7. Patricia Clark – Treasurer's Office – Temporary Treasurer's Services  
Assistant – 04/20/15 – General Fund – Replacing Virginia Mounce

8. Bradley Allison – Library District – Early Literacy Community Liaison –  
04/20/15 – Library District Grants Fund

9. Candelaria Nosie – Library District – Early Literacy Program Coordinator –  
04/20/15 – Library District Grants Fund – Replacing Gloria Thompson

END PROBATIONARY PERIOD:

10. Cassie Durnan – Superior Court Division I – Judicial Assistant – 05/26/15  
– General Fund

DEPARTMENTAL TRANSFERS:

11. Debra Blevins – Health and Emergency Services – From Accounting Clerk – To Administrative Clerk Senior – 04/20/15 - From Various Funds – To Immunization Fund – Replacing Carol Tanner

OTHER ACTIONS:

12. Kevan Ford – Community Services – Temporary WEX Participant – 04/06/15 – From Housing (.50)/ Workforce Investment Act IV (.50) Funds – To Workforce Investment Act IV Fund – Change in fund codes

13. Martina Burnam – Probation – Probation Aide – 03/13/06 – General Fund – Correcting date of hire from 03/06/06 to 03/13/06

REQUEST TO POST:

14. Superior Court – Bailiff – Vacated by Carlos Mejia

15. Public Works – Vehicle and Equipment Maintenance Supervisor – Vacated by John Root

**APRIL 21, 2015**

NEW HIRES:

1. Jessica Moul – Health and Emergency Services – Administrative Clerk Senior – 04/27/15 – Health Service Fund – Replacing Bianca Melford

2. Jade Kaufman – Community Development – Permit Technician – 04/27/15 – General Fund – Replacing Mary Lee

DEPARTMENTAL TRANSFERS:

3. John Scott – Public Works – From Automotive Service Worker – To Automotive Mechanic – 04/27/15 – Public Works Fund – Replacing Glen Farnham

4. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 04/20/15 – Health Service Fund

OTHER ACTIONS:

5. Thomas Homan – Public Works – GIS System Supervisor – 06/30/14 – Public Works Fund – Classification and Compensation Study salary and grade update

REQUEST TO POST:

6. Public Works – Automotive Service Worker – Vacated by John Scott

**APRIL 28, 2015**

DEPARTURES:

1. Michael Gillette – Public Works – Construction Project Manager – 06/11/15 – Public Works Fund – DOH 11/08/10

2. Caryn Paige – Community Development – Building Safety Specialist – 04/22/15 – General Fund – DOH 11/17/03

3. Terry Dalton – County Attorney’s Office – Legal Secretary Senior – 05/05/15 – Attorney General Victim Rights(.90)/General(.10) Funds – DOH 01/09/07

4. Elois Corn – Sheriff’s Office – Detention Officer – 04/17/15 – General Fund – DOH 08/04/08

NEW HIRES:

5. Adela Johnson – County Attorney’s Office – Legal Secretary – 05/04/15 – General Fund – Replacing Robin Miller

6. Maria Lechuga – Sheriff’s Office – Detention Officer – 05/11/15 – General Fund – Replacing Kurt Johnson

END PROBATIONARY PERIOD:

7. Nancy Rutherford – Health and Emergency Services – Health Program Manager – 03/15/15 – Various Funds

8. Anthony Curtis II – Sheriff’s Office – Detention Officer – 04/14/15 – General Fund

9. Mary Charles – Sheriff’s Office – Detention Officer – 04/14/15 – General Fund

10. Joshua Beck – Health and Emergency Services – EM/PHEP Manager – 05/03/15 – Bio Terrorism (.60)/General(.40) Funds

OTHER ACTIONS:

11. Hortencia Lovin – Health and Emergency Services – Public Health Nurse – 01/26/15 – Health Service Fund – Classification and Compensation Study Grade update

12. Lucinda Campbell – Health and Emergency Services – Public Health Nurse – 10/15/14 – Various Funds – Classification and Compensation Study Grade update

13. Dezirae Williams – Health and Emergency Services – PHEP Coordinator – 04/20/15 – From Bio Terrorism Program Fund – To Public Health in Action Fund – Change in fund code

14. Sandra Pena – Health and Emergency Services – Communicable Disease Specialist – 04/20/15 – From Bio Terrorism (.40)/Public Health in Action (.60) Funds – To Bio Terrorism Fund – Change in fund code

REQUEST TO POST:

15. Assessor’s Office – Assessor’s Aide – Vacated by Wendy Irish

16. Public Works – Construction Project Manager – Vacated by Michael Gillette

17. Community Development – Building Safety Specialist – Vacated by Caryn Paige

**O. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 6, 2015, to April 10, 2015; and April 13, 2015 to April 17, 2015.**

**P. Approval of finance reports/demands/transfers for the weeks of April 28, 2015, and May 5, 2015.**

**April 28, 2015**

\$1,701,137.35 was disbursed for County expenses by check numbers 269691 through 269870.

**May 5, 2015**

\$290,614.40 was disbursed for County expenses by check numbers 269871 through 269979. **(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 4-A through 4-P.

**Item 5 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the 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.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:17 a.m.

APPROVED:

---

Michael A. Pastor, Chairman

ATTEST:

---

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: April 7, 2015

**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

---

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; 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. Malissa Buzan led the Pledge of Allegiance and Pastor Donovan Christian of the Expedition Church delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Presentation of the 2014 Annual Report for the Gila County Sheriff's Office.**

Sarah White, Sheriff's Office Chief Administrative Officer, (via ITV) in Payson provided highlights of the 2014 annual report. She stated that the Sheriff's Office's budget is approximately \$10M and the approximate revenue including grants that the Sheriff's Office collects is \$1.8M. She reviewed the breakdown of the statistics of the annual report and stated that the total street value of all drugs seized was \$1,701,929. Sheriff J. Adam Shepherd, (via ITV) in Payson implored citizens to volunteer with the Sheriff's Office and stated that the work is appreciated. He reviewed some of the self-help informational services available to residents.

Vice-Chairman Martin expressed appreciation for the hard work done by the Sheriff's Office staff. She added that in the future she would like to have the Board of Supervisors work to move the Sheriff's Office administrative staff into a different location and sell the building (house) currently in use in Globe. The

Board commended and thanked the Sheriff and staff for the annual report and presentation. Sheriff Sheppard stated that the annual report is available to the public.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 15-02-05, which authorizes the Gila County Housing Authority to submit its Five-Year (FY 2015-2020) and Annual Plan (FY 2015) to the U.S. Department of Housing and Urban Development.**

Malissa Buzan, Community Services Division Director, stated that this request is for Board approval to submit the two plans as described above in order to continue providing housing services to residents of Gila County via funding from the U.S. Department of Housing and Urban Development.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 15-02-05, which authorizes the Gila County Housing Authority to submit its Five-Year (FY 2015-2020) and Annual Plan (FY 2015) to the U.S. Department of Housing and Urban Development. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

Upon Motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Board of Directors of the Gila County Flood Control District.

**B. Information/Discussion regarding the proposed amendment to the Gila County Floodplain Management Ordinance to supersede the current Gila County Floodplain Management Ordinance, as amended October 26, 2010.**

Darde de Roulhac, Chief Engineer Flood Control District, explained that the proposed amendment corrects erroneous references in the Ordinance, clarifies some wording, adds consistency in the jurisdiction of the Ordinance, and adds provisions to allow wet flood-proofed large parking buildings between 600 and 1400 square feet without having to go through the process to receive a variance from the Board of Supervisors, if certain criteria are followed. A notice of this proposed amendment was published in the newspaper prior to this public hearing per statutory requirement. Mr. de Roulhac advised that the Arizona Department of Water Resources reviewed the Ordinance and provided comments and suggested changes, which he felt all of the recommended changes had merit. He stated that he will incorporate further changes in the Ordinance as recommended by the Arizona Department of Water Resources and also include comments from the public. These additional changes will require the re-advertisement of the proposed amendment and then the final

proposed amendment will be presented to the Board for adoption. Mr. de Roulhac answered questions of the Board to clarify some issues. Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adjourned as Board of Directors of the Gila County Flood Control District and reconvened as the Gila County Board of Supervisors.

#### **Item 4 – REGULAR AGENDA ITEMS:**

##### **A. Information/Discussion/Action to adopt Proclamation No. 2015-02 proclaiming April 2015 as Fair Housing Month in Gila County.**

Ms. Buzan stated that each April the U.S. Department of Housing and Urban Development uses Fair Housing Month to mark the passage of the 1968 Fair Housing Act. The theme for April 2015 is “Fair Housing is Your Right: Use It!” She added that the Community Services Division has training available to make citizens aware of their rights with regard to discrimination and fair housing, as well as to provide education for landlords. Supervisor Marcanti inquired if this training program is open to anyone; Ms. Buzan replied that the training is available to the public. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2015-02 proclaiming April 2015 as Fair Housing Month in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors’ Office.)**

##### **B. Information/Discussion/Action to adopt Proclamation No. 2015-03 proclaiming April 2015 as National County Government Month in Gila County with this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure" and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month.**

Michael Pastor, District II Supervisor, stated that County staff has worked hard to coordinate various events to promote and celebrate National County Government Month in Gila County. He listed several upcoming activities on the calendar of events that are open to the public. He stated that the current transportation and infrastructure projects taking place around the County demonstrate the many ways in which the County has invested taxpayer dollars for roadway upgrades and repairs, and infrastructure improvements to further ensure the safety of County residents and visitors. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2015-03 proclaiming April 2015 as National County Government Month in Gila County with this year's theme of "Counties Moving America Forward: The Keys are Transportation and Infrastructure" and to encourage all Gila County officials, employees, schools and residents to

participate in related activities throughout the month. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**C. Information/Discussion/Action to adopt Proclamation No. 2015-04 proclaiming April 21, 2015, as PowerTalk21® Day in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking.**

John Marcanti, District III Supervisor, stated that he received a letter from Beverly Mason Biggers, Arizona Mothers against Drunk Drivers Program Manager, requesting that the Board adopt a proclamation supporting PowerTalk21®. He read aloud the proclamation. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2015-04 proclaiming April 21, 2015, as PowerTalk21® Day in Gila County to encourage parents, families and caregivers of youth to begin the conversation with the youth in their lives about alcohol and the dangers of underage drinking. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to adopt Proclamation No. 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning.**

John Taylor, Gila Regional Partnership Council of First Things First Regional Director, thanked the Board for annually pledging its support of early learning programs, which has been done for many years. He briefly talked about the programs and services available to youths in the County and stated that there are over 2,000 youths and families who participate in early literacy programs in the Gila Region of the County.

Jon Cornell of KQSS radio station asked Mr. Taylor to define the area in which there are 2,000 participants. Mr. Taylor replied that the Gila Region is the entire County excluding San Carlos and the San Carlos Apache Tribe Reservation. He advised that if those two areas were included, the total number of participants would be approximately 3,500. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Proclamation No. 2015-05 proclaiming April 12-18, 2015, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to ensure that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote early learning. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**E. Information/Discussion/Action to adopt Proclamation No. 2015-06 proclaiming April 11, 2015, as March for Babies Day in Gila County, and to encourage citizens to participate in the local March of Dimes Walkathon.**

Margret Celix, Chairman of the Globe-Miami March of Dimes/March for Babies Committee, thanked the Board of Supervisors for its continued support of the March of Dimes walkathon in the local area for the last 40 years. She stated that the walkathon this year has a new course and that it will begin at 8:00 a.m. on Saturday, April 11<sup>th</sup> at the Cobre Valley Regional Medical Center. She also encouraged participation in the 2015 Cobre Valley Regional Medical Center Health Fair following the walkathon. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Proclamation No. 2015-06 proclaiming April 11, 2015, as March for Babies Day in Gila County, and to encourage citizens to participate in the local March of Dimes Walkathon. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

**F. Information/Discussion/Action to approve Intergovernmental Agreement No. 070114 between Gila County and the San Carlos Apache Tribe to update the established services and fees provided by Gila County to the San Carlos Apache Tribe for animal control services for a one-year term with automatic one-year renewals at the end of each term, unless either party provides a thirty (30) day written cancellation notice.**

Michael O'Driscoll, Health and Emergency Services Division Director, advised that the previous Intergovernmental Agreement (IGA) with the San Carlos Apache Tribe to provide animal control services was executed in 2000. A part of the Health and Emergency Services Division's strategic planning process, this IGA and others were reviewed. The new IGA includes updated services and an increase in the rates charged to provide animal control services. He added that John Castaneda, Animal Regulations Enforcement Manager, has been working with the San Carlos Apache Tribe for the last seven months in connection with the proposed IGA. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Intergovernmental Agreement No. 070114 between Gila County and the San Carlos Apache Tribe to update the established services and fees provided by Gila County to the San Carlos Apache Tribe for animal control services for a one-year term with automatic one-year renewals at the end of each term, unless either party provides a thirty (30) day written cancellation notice.

**G. Information/Discussion/Action to approve Intergovernmental Agreement No. 022715 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD), whereby the County will disburse \$30,000 to the Tonto NRCD to oversee the administration of the Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and**

**dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties.**

Jeff Hassenius, Finance Division Director, stated that this agenda item has been brought to the Board in years past and that Board approval would extend the agreement through March 2017. He explained that it is a partnership involving the County, United States Forest Service, Tonto Natural Resource Conservation District (Tonto NRCD) and the Regional Payson Area Project (RPAP). Local area residents are afforded an opportunity to bring green waste to two brush pits located in northern Gila County free of charge.

Supervisor Marcanti referenced the Pine-Strawberry Fire District's website that shows an illustration of a house and the measures homeowners can take to make their homes "firewise." He added that it clearly states that the brush pits are not for commercial use and are only for use by private citizens who are working to clear their properties for wildfire risk reduction. Vice-Chairman Martin confirmed that the brush pits are for personal use and not for commercial use.

Chairman Pastor asked Vice-Chairman Martin to explain the difference between the Tonto NRCD and the Pine-Strawberry Fuel Reduction program. She stated that the Tonto NRCD has volunteers that manage the Blattner Pit at mile post 259.7 on Highway 260 east of Payson, and the Pine Pit located .7 of a mile in on Control Rd. off of Highway 87 south of Pine; both pits are open on the weekends from 8:00 a.m. to 4:00 p.m. and RPAP ensures that the brush is piled up and burned. The Pine-Strawberry Fuel Reduction entity focuses on common areas that threaten the community and the cleanup occurs during the week. Chairman Pastor inquired as to the entity that is responsible for the burning of the brush, to which Vice-Chairman Martin replied that it is the local fire department, and when it is too much for them to process they use the U.S. Forest Service.

Chairman Pastor inquired if the two entities are submitting quarterly financial reports to the County as per the agreement with the County; Vice-Chairman Martin stated that she would remind them to do so. He then asked Mr. Hassenius to follow up with getting the financial information from the Tonto NRCD and the Pine-Strawberry Fuel Reduction entity.

Supervisor Marcanti inquired if there is assistance available to the elderly citizens in the community; Vice-Chairman Martin affirmed that assistance to the elderly is included as part of the services provided to residents in the community. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 022715 (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD), whereby the County will disburse \$30,000 to the Tonto NRCD to oversee the administration of the

Regional Payson Area Project operations of two brush pits in northern Gila County so that residents may take and dispose of natural or green materials surrounding their properties, thereby minimizing the effect of potential forest fires near their properties.

**H. Information/Discussion/Action to waive all normal and applicable fees at the Buckhead Mesa Landfill for dumping green waste as it relates to the Pine Strawberry Fuel Reduction program until March 31, 2016.**

Don McDaniel, County Manager, stated that this is the second part of the previous agenda item request, and he added that the Pine Strawberry Fuel Reduction Committee collects brush and pine needles to reduce the risks of forest fires. Vice-Chairman Martin added that both of the aforementioned programs are a good investment to create community awareness and encourage coming together to solve issues related to the risks of forest fires. She added that grant funding available to assist with the issue of eliminating green waste has been reduced and by the Board approving a waiver of fees, it provides a huge help in this effort put forth by the Pine Strawberry Fuel Reduction Committee.

Chairman Pastor inquired about the time period that the brush pick up program is in effect each year. Ron Calderon of Pine replied that last year approximately a thousand tons of brush was collected and approximately \$8M in grant funds has been spent to clear the local area. He provided a brief history regarding the formation and the function of the Pine Strawberry Fuel Reduction Committee. He then stated that last year the brush pick up was from April to June.

Chairman Pastor inquired if it would be possible to form a secondary taxing district to accomplish this service through a fire district in order to become financially self-sufficient. Vice-Chairman Martin replied that there has been discussion with the Committee regarding forming a secondary taxing district. Chairman Pastor added that he is aware of discussions with the Public Works Division Director regarding waiving all fees or the County performing brush pick up services as well.

Steve Stratton, Public Works Division Director, stated that part of the agreement with the Pine Strawberry Fuel Reduction Committee is that the Committee would assist the Pine Strawberry Fire Department with the burning of the brush as needed at the Buckhead Mesa Landfill.

Jon Cornell of KQSS radio station asked for clarification regarding the length of time stated to collect the approximate 1,000 tons of brush. Mr. Calderon replied that the approximate 1,000 tons of brush was picked up last year. Mr. Cornell commented on the possibility of implementing a wood chip burning plant in the area to assist with the thinning the forests, creating energy, and eliminating green waste. Upon motion by Supervisor Marcanti, seconded by

Vice-Chairman Martin, the Board unanimously waived all normal and applicable fees at the Buckhead Mesa Landfill for dumping green waste as it relates to the Pine Strawberry Fuel Reduction program until March 31, 2016.

**I. Information/Discussion/Action to authorize the utilization of Hatch Construction & Paving, Inc. as a sole source material supplier for Class 6 AB material necessary to perform Phase II of the aggregate resurfacing of Forest Road 512 (Young Road); and allow the Chairman's signature on Contract No. 032015 for the purchase of the material from Hatch Construction & Paving, Inc. in an amount not to exceed \$55,000 without prior written authorization.**

Mr. Hessenius stated that the request to complete Phase I of this project came to the Board last year and the request today is for Phase II of the Forest Road 512 resurfacing project. Material alternatives were obtained; however, the material from Hatch Construction & Paving, Inc., that was used in Phase I of this project has proven to be very well-suited for the road conditions; therefore, the most cost effective approach would be to continue using the same material for Phase II of the project. Mr. Stratton added that this is the same resurfacing material that was used last year and he believes it to be the best material to use to continue Phase II of this project. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the utilization of Hatch Construction & Paving, Inc. as a sole source material supplier for Class 6 AB material necessary to perform Phase II of the aggregate resurfacing of Forest Road 512 (Young Road); and allow the Chairman's signature on Contract No. 032015 for the purchase of the material from Hatch Construction & Paving, Inc. in an amount not to exceed \$55,000 without prior written authorization.

**J. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 020315-1 - Aggregate Hauling to Forest Road 512-Phase II.**

Mr. Hessenius stated that this is the second step in the process of the previous agenda item to haul the material from the pits to the roads to be resurfaced, so today's request is to receive permission to advertise an invitation for bids for those services. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Invitation for Bids No. 020315-1 - Aggregate Hauling to Forest Road 512-Phase II.

**K. Information/Discussion/Action to accept a Citizens' Petition to begin the process to establish Day Place and Fisherman's Lane as Country Dirt Roads.**

Mr. Stratton stated that receiving a signed petition to establish Day Place and Fisherman's Lane is part of the requirements that are outlined in Public Works

Policy #ENG03-04 "Guidelines to Country Dirt Roads" which was approved by the Board of Supervisors on October 3, 2003. He advised that the Board needs to accept the signed petition in order to begin the process to establish these roads as Country Dirt Roads. He added that the location of the roads named above is in Tonto Basin. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously accepted a Citizens' Petition to begin the process to establish Day Place and Fisherman's Lane as Country Dirt Roads.

**L. Information/Discussion/Action to direct staff to begin the process to dispose of S. Marian Canyon adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records.**

Mr. Stratton stated that this item would take care of a "housekeeping" issue whereby the parcel located in the subdivision as described above would need to be abandoned by the County in order to execute a pending land exchange with Freeport McMoRan, Inc., which is the majority land owner in the subdivision. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously directed staff to begin the process to dispose of S. Marian Canyon adjacent to Lots 22-24, Block 43 as shown on Miami Map No. 3, Official Map No. 25 Gila County Records.

**M. Information/Discussion/Action pursuant to A.R.S. §11-254.04 to find that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and to authorize Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale on May 11, 2015.**

Mr. Stratton stated that annually the Gila County Cattle Growers Association holds a cattle auction and the County assists by blading and watering the roads using County equipment and operators. It is requested that the Board approve loaning the requested equipment and allowing County employees to operate said equipment during off-work time for the 2015 yearling auction/sale. He added that in the letter of request it also mentions the use of a County-owned tent and tables and chairs of which the County accommodated this request in past years. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously found that to assist in the annual yearling auction/sale is an economic development activity because it will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of Gila County, and authorized Public Works to supply requested equipment with Gila County certified operators for the Gila County Cattle Growers Association's annual yearling auction/sale on May 11, 2015.

**Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of Amendment No. 5 to a Weatherization Low-Income Assistance Agreement (Contract No. SW-ESA-12-2182-02Y4) between the State of Arizona, Governor's Office of Energy Policy (OEP) and the Gila County Community Services Division, Housing Services, whereby OEP will provide up to \$6,000 in additional funding for the current fiscal year. The total reimbursement ceiling is currently \$13,150 for the period of July 1, 2014, through June 30, 2015.**

**B. Approval of Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012014-15) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will allocate additional Utility Repair Replacement and Deposit (URRD) funds in the amount of \$10,000 (\$9,200.00 for Direct Services and \$800.00 for Program Delivery) in order to provide additional assistance to eligible households residing in Gila County for the period beginning July 1, 2014, through June 30, 2015.**

**C. Approval of the request by the Greater Grace Fellowship/Classic Celebration's non-profit organization to use the Payson Complex grounds for a "Springfest" on April 25-26, 2015; "Memorialfest" on May 23-25, 2015; and "Autumnfest" on October 3-4, 2015.**

**D. Acknowledgment of the appointment of Kelly Paulin and Harold Plues to the governing board of the Beaver Valley Fire District for a term ending on December 31, 2018.**

**E. Acknowledgment of the resignation of Industrial Development Authority (IDA) Board Member William A. Byrne; the vacancy created by the passing of IDA Board Member Gerald Kohlbeck; and further, that the appointment of William A. "Bill" Bennett to said Board to fulfill Mr. Byrne's unexpired term of office be effective immediately and expiring on December 31, 2019, and the appointment of Trena Grantham to said Board to fulfill Mr. Kohlbeck's unexpired term of office to be effective immediately and expiring on December 31, 2016.**

**F. Approval of an Application for a Special Event Liquor License submitted by the Globe Lions Club to serve liquor at the annual Friends of NRA (National Rifle Association) dinner to be held at the Gila County Fairgrounds Exhibit Hall on April 18, 2015.**

**G. Approval to accept an Application for Water Franchise License submitted by Bonita Creek Land and Homeowners' Association to renew its franchise for an additional 15 years in order to continue providing water to the Bonita Creek community, and set a public hearing date of Tuesday, May 5, 2015, at 10:00 a.m. to consider the granting of said Franchise.**

**H. Acknowledgment of the February 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**I. Acknowledgment of the February 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**J. Acknowledgment of the January 2015 monthly activity report submitted by the Recorder's Office.**

**K. Acknowledgment of the February 2015 monthly activity report submitted by the Payson Regional Constable's Office.**

**L. Approval of the March 3, 2015, Board of Supervisors' meeting minutes.**

**M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 2, 2015, to March 6, 2015; and March 9, 2015 to March 13, 2015.**

**N. Approval of finance reports/demands/transfers for the weeks of March 24, 2015, March 31, 2015, and April 7, 2015.**

**March 24, 2015**

\$574,137.13 was disbursed for County expenses by check numbers 269008 through 269137.

**March 31, 2015**

\$1,567,902.72 was disbursed for County expenses by check numbers 269138 through 269302.

**April 7, 2015**

\$533,451.60 was disbursed for County expenses by check numbers 269303 through 269416. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5-A through 5-N.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

Jon Cornell, KQSS radio, provided information regarding the local Wayfinding Committee and its efforts and explained that its function is to promote tourism in Gila County.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the 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.

Vice-Chairman Martin left the meeting at 11:47 a.m. to attend another meeting.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:49 a.m.

APPROVED:

---

Michael A. Pastor, Chairman

ATTEST:

---

Marian Sheppard, Clerk of the Board

**ARF-3163**

**Consent Agenda Item 3. I.**

**Regular Meeting**

**Meeting Date:** 05/26/2015

**Reporting Period:** April 24, 2015; and May 1, 2015

**Submitted For:** Jeff Hessenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

---

**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 04-24-15; and 05-01-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 20, 2015, to April 24, 2015; and April 27, 2015 to May 01, 2015.

---

**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 4-24-15 and 5-1-15

Contract No. PC-122018-The Masters Touch

Service Agreement No. 032315-2-Dutchaire LLC

Amendment No. 3-Bob Lee and Sons

Service Agreement No. 041615-1-Mountain Retreat Builders

Amendment No. 4-Tree Pro

Service Agreement No. 032315-La Casa Bella Builders

Consulting Services Contract No. 041615-James Eskew

Contract No. 004101272737-Cemex

Maintenance Agreement No. P101369-Databank IMX

Maintenance Agreement No. P101386-Databank IMX

Amendment No. 2-Aztec Alarms

Service Agreement No. 030915-2-Burden Electric

Amendment No. 2-Globe Exterminators

Amendment No. 3-Payson Concrete

Service Agreement No. 031915-1-On Track Garage Door Service

Equipment Sale & Maintenance Agreement-Ricoh

---

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**April 20, 2015 to April 24, 2015**

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
PC-122018 The Master's Touch	Assessment Mailings Proposal	\$21,668.91	4-22-15 to 4-21-16	4-22-15	Expires	Gila County is utilizing a cooperative contract that Pinal County has with The Master's Touch. The Master's Touch will process the postage for all mailings coming from the Assessor's Office.
032315-2 Dutchaire LLC	Service Agreement No. 032315-2 HVAC Unit Courthouse Security Entrance	\$6,482.90	4-22-15 to 5-23-15	4-22-15	Expires	Install independent Air conditioning System to serve Globe Courthouse Security Entrance. HVAC Unit needed for this area of the courthouse.
041613-1 Bob Lee & Sons	Amendment No. 3 to Service Agreement No. 041613-1 Miscellaneous Tree Removal	\$2,000.00	4-25-15 to 4-24-16	4-22-15	Expires	In both Copper & Timber regions, there are times that tree(s) might pose a hazard in a Gila County right of way, next to a road that the County maintains. Hazard trees could be caused by dead/dying trees, or by winds/storms, etc. For public safety, the trees have to be removed. Sometimes, these hazard trees are out of the expertise and/or safety of Gila County personnel. On these occasions, the County needs to hire a Tree Service to remove the trees. In some instances, the tree(s) need to be removed in an emergency situation because of the potential hazard to the public. <b>Amendment No. 3</b> will extend the term of the contract for one additional year from <b>04-25-15 to 04-24-16</b> .

**April 20, 2015 to April 24, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
041615-1 Mountain Retreat Builders	Service Agreement No. 041615-1 Weatherization Project No. HH#8846	\$8,250.00	4-22-15 to 6-30-15	4-22-15	Expires	The purpose of this weatherization project is, but not limited to, Contractor shall install an ASHREA fan, install heat pump, seal ductwork, and air seal infiltrations.
041613 Tree Pro	Amendment No. 4 to Service Agreement No. 041613 Tree Removal Public Works Timber Region	\$2,000.00	4-25-15 to 4-24-16	4-22-15	Expires	In both Copper & Timber regions, there are times that tree(s) might pose a hazard in a Gila County right of way, next to a road that the County maintains. In some instances, the tree(s) need to be removed in an emergency situation because of the potential hazard to the public. A contract was executed on 04-25-13 in the amount of \$2,000.00. The contract will expire on 04-24-15. <b>Amendment No. 4</b> will allow for the contract to be extended from 04-25-15 to 04-24-16.
032315 La Casa Bella Builders	Service Agreement No. 032315 Courtroom A Modifications and Repair	\$15,430.00	4-22-15 to 6-30-15	4-22-15	Expires	Contractor shall make needed repairs and modifications to Courtroom A to improve the look and function of the Judge's area and Clerk's station.
041615 Jim Eskew	Consulting Services Contract No. 041615 Jail Training Consultant	\$9,600.00	4-13-15 to 7-1-15	4-22-15	Expires	Jim Eskew has the knowledge, skills and ability to effectively run a Jail Operation and is needed to consult with the current Jail Commander to get the current Jail operations running effectively as demonstrated in Eskew's past performance.

*April 20, 2015 to April 24, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
0041012737 Cemex	Quote No. 0041012737 Cold Mix	\$35,000.00	4-21-15 to 12-31-15	4-22-15	Expires	Cold Mix is required for many of the street projects that the County performs. The local Cemex plant has quoted a picked up price of \$137.00/ton plus \$5.00 per load Environmental Fee. By signing the quote, it will allow us to purchase the Cold Mix material at a locked in price that is good to December 31, 2015.

*April 27, 2015 to May 1, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
P101369 DataBank IMX	Contract Proposal No. P101369 Support Maintenance agreement for DRS Imaging Services/C&A Check Maintenance	\$1,873.59	7-1-15 to 6-30-16	4-29-15	Expires	Support Maintenance for software for check processing for the electronic deposits to JP Morgan Chase.
P101386 DataBank IMX	Contract Proposal No. P101386 Support Maintenance agreement for E- ImageData/ScanPro 2000	\$1,351.20	7-1-15 to 6-30-16	4-29-15	Expires	Support Maintenance for E-Imagedata/Scanpro 2000. The E-Imagadata/Scanpro 2000 enables the viewing of microfische for old data...i.e. tax reports, tax records, etc.....
032613-1 Aztec Alarms	Amendment No. 2 to Service Agreement No. 032613-1 Monitor Various Alarm Systems for Northern Gila County	Add \$280.00 for a new total contract amount of \$1,145.00	4-9-15 to 6-30-15	4-28-15	Expires	The Contractor will provide monitoring of various burglar alarm systems in Northern Gila County. <b>Amendment No. 2</b> will extend the term of the contract from April 9, 2015 to June 30, 2015, as well as increase the contract amount by \$280.00, for a new total contract amount of \$1,145.00.

**April 27, 2015 to May 1, 2015**

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
030915-2 Burden Electric	Service Agreement No. 030915-2 On-Call Electrical Service for Various Buildings in Gila County	\$2,000.00	4-28-15 to 4-27-16	4-28-15	Option to renew for two additional one year periods	At times Facilities needs an Electrical Contractor to make repairs in County owned or leased buildings when necessary.
121014 Globe Exterminators	Amendment No. 2 to Service Agreement No. 121014 Pest Control Services for Southern Gila County	Add \$600.00 for a new total contract amount of \$9,180.00	2-18-15 to 2-17-16	4-28-15	Option to renew for two additional one year periods	The Contractor provides pest control services for Southern Gila County. Additional funds are being added to the contract to eradicate bee colonies and rodents.
110812 Payson Concrete & Materials	Amendment No. 3 to Contract No. 110812 Chips, ABC and Asphalt for Timber Region of Gila County	N/A	7-19-14 to 7-8-15	4-28-15	Option to renew for one additional one year period	The Contractor provides Chips, ABC & asphalt for the Timber Region of Gila County. Amendment No. 3 was issued to correct the contract term date which was incorrect on Amendment No. 2.
031915-1 On Track Garage Door Service	Service Agreement No. 031915-1 Repair Roll Up door at Globe shop	\$746.00	4-28-15 to 6-30-15	4-28-15	Expires	Repair one (1) 20'Hx14" Micanan, Model PRO-HBE rolling steel garage door. Chain driven heavy equipment bay door needs repaired. Motor does not run.
4400003732 Ricoh	Equipment Sale and Maintenance	\$3,051.02 plus sales tax, for purchase of copier and \$1,132.92 for estimated annual maintenance fee	1 year from date of delivery for maintenance agreement	5-1-15	Expires	The Auto/Shop department wishes to purchase a new copier to replace the existing aged one and to have one machine that will replace the task of several machines.

EXECUTIVE SUMMARY FORM

Contract Name: Assessment Mailings Contract No.: Pinal County Contract No. PC-122018

Statement of Purpose and Need (3-5 Sentences)

Gila County wishes to utilize a cooperative contract that Pinal County has with The Master's Touch. The Master's Touch will process the postage for all mailings coming from the Assessor's Office.

Contract End Date: 04-22-15 to 04-21-16 Renewal Option:  Yes  No

Maximum Dollar Limit: \$21,668.91

Contract Information

Firm Name: The Master's Touch, LLC Contact Person: Jim Cote

Address: 1405 N. Ash Street Phone No: 509-326-7475

City: Spokane State: WA Fax: \_\_\_\_\_ Email: [masters@themastertouch.com](mailto:masters@themastertouch.com)

Fund: Gen Fund/Assessor/Communications Postage/Freight Expense Type of Funds:  Restricted  Grant  General Fund  Other

Fund Code: 1005.221.4230.30

Date Sent for Legal Review: n/a Date Returned: \_\_\_\_\_

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures Purchasing Cooperative for cooperative purchasing. Many Arizona counties and cities are members of the S.A.V.E. co-op. By utilizing the Pinal County contract with The Master's Touch, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with Pinal County, through the Strategic Alliance for Volume Expenditures Co-op, Contract No. 122018, for Statewide Environmental Consulting Services for Printing & Mailing of Valuation Notices approved this 22nd day of April, 2015

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr.



**SPOKANE HEADQUARTERS**  
1405 N ASH ST  
SPOKANE WA 99201-2805  
PHONE: 509-326-7475  
FAX: 888-828-4659  
TOLL FREE: 800-301-1347

**HAWAII BRANCH OFFICE**  
39 MALUNIU AVE STE 201  
KAILUA HI 96734-2359  
PHONE: 800-301-1347  
FAX: 888-828-4659

**INDIANA BRANCH OFFICE**  
PO BOX 471  
LAFAYETTE IN 47902-0471  
PHONE: 800-301-1347  
FAX: 888-828-4659

Proposal for:

## Gila County Assessor, Arizona Assessment Mailing

### **#1 NOV Letter – 23,236 parcels - Included in this mailing:**

8 ½ x 11 printed black static back on 20# white – **1.8 cents each**  
#10 window envelope printed one color face on 24# ww – **3.2 cents ea**  
9 x 12 window envelope for packets of 5+ statements – **22 cents ea.**

### **Statement Printing and Mail processing:**

CASS Certify, perform NCOA, and presort customer address list. Laser print statement information to face only of 8 ½ x 11 notice of value. Fold and insert statement into #10 window envelope. Seal and presort for best automation discount postage. When two or more tax notices mail to the identical name and address, enclose all statements in one envelope. Quality check and deliver to the USPS bulk mail facility.

**Mailing Services = 8.7 cents each per parcel + Automation Postage\***

### **#2 Personal Property mailing – 1,782 parcels – Included in this mailing:**

All items same as in #1 above

**Mailing Services = 10.4 cents each per parcel + Automation Postage\***

### **#3 Residential Postcard mailing – 12,056 parcels – Included in mailing:**

Same processing as statement mailing

Postcard printed black two sides and lasered with variable data

**Mailing Services = 9.3 cents each per parcel + Automation Postage\***

### **#4 Agriculture Postcard mailing – 496 parcels – Included in mailing:**

Same processing as statement mailing

Postcard printed black two sides and lasered with variable data

**Mailing Services = 55 cents each per parcel + Automation Postage\***

- Automation postage is 38.1 to 43.5 cents each for letter size and from 25.1 to 27.8 cents each for postcards
- **We will combine up** to 5 parcels (printed on letter size form) with identical name and address and insert into a single #10 window envelope. A 9 x 12 envelope will be used for any mail packages exceeding the 5 parcel limit.
- Setup fee – waived
- One pdf file with a copy of all statements printed will be provided at **no extra charge.**

**ALL TERMS AND CONDITIONS OF PINAL COUNTY CONTRACT NO. PC-122018 APPLY.**

Jim Cote'  
President  
April 11, 2015

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

4/22/15



**SPOKANE HEADQUARTERS**  
1405 N ASH ST  
SPOKANE WA 99201-2805  
PHONE: 509-326-7475  
FAX: 888-828-4659  
TOLL FREE: 800-301-1347

**HAWAII BRANCH OFFICE**  
39 MALUNIU AVE STE 201  
KAILUA HI 96734-2359  
PHONE: 800-301-1347  
FAX: 888-828-4659

**INDIANA BRANCH OFFICE**  
PO BOX 471  
LAFAYETTE IN 47902-0471  
PHONE: 800-301-1347  
FAX: 888-828-4659

Proposal for:

## Gila County Assessor, Arizona Assessment Mailing

### **#1 NOV Letter – 23,236 parcels - Included in this mailing:**

8 ½ x 11 printed black static back on 20# white – **1.8 cents each**  
#10 window envelope printed one color face on 24# ww – **3.2 cents ea**  
9 x 12 window envelope for packets of 5+ statements – **22 cents ea.**

### **Statement Printing and Mail processing:**

CASS Certify, perform NCOA, and presort customer address list. Laser print statement information to face only of 8 ½ x 11 notice of value. Fold and insert statement into #10 window envelope. Seal and presort for best automation discount postage. When two or more tax notices mail to the identical name and address, enclose all statements in one envelope. Quality check and deliver to the USPS bulk mail facility.

**Mailing Services = 8.7 cents each per parcel + Automation Postage\***

### **#2 Personal Property mailing – 1,782 parcels – Included in this mailing:**

All items same as in #1 above

**Mailing Services = 10.4 cents each per parcel + Automation Postage\***

### **#3 Residential Postcard mailing – 12,056 parcels – Included in mailing:**

Same processing as statement mailing

Postcard printed black two sides and lasered with variable data

**Mailing Services = 9.3 cents each per parcel + Automation Postage\***

### **#4 Agriculture Postcard mailing – 496 parcels – Included in mailing:**

Same processing as statement mailing

Postcard printed black two sides and lasered with variable data

**Mailing Services = 55 cents each per parcel + Automation Postage\***

- Automation postage is 38.1 to 43.5 cents each for letter size and from 25.1 to 27.8 cents each for postcards
- **We will combine up** to 5 parcels (printed on letter size form) with identical name and address and insert into a single #10 window envelope. A 9 x 12 envelope will be used for any mail packages exceeding the 5 parcel limit.
- Setup fee – waived
- One pdf file with a copy of all statements printed will be provided at **no extra charge.**

ALL TERMS AND CONDITIONS OF PINAL COUNTY CONTRACT NO.  
PC-122018 APPLY.

Jim Cote'  
President  
April 11, 2015

Accepted: \_\_\_\_\_

Date: 4/22/15

Tommie C. Martin, District I  
6100 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. 032315-2**

**HVAC UNIT**

**COURTHOUSE SECURITY ENTRANCE**

**GILA COUNTY COURTHOUSE**

**THIS AGREEMENT**, made and entered into this 22nd day of April, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Dutchaire, LLC, of the City of Miami, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities 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 032315-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 032315-2** 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 032315-2**, 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 through May 23, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$6,482.90 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.

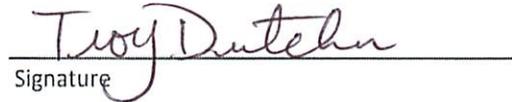
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 032315-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

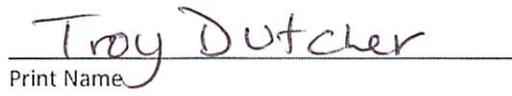
GILA COUNTY

DUTCHAIRE, LLC

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 4/22/15

  
Print Name

REQUEST FOR QUOTE NO. 032315-2  
GILA COUNTY



HVAC UNIT-COURTHOUSE SECURITY ENTRANCE

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of the contractor furnishing and installing a 2 ton Mini Split HVAC Unit in the Globe Courthouse Security Entrance, per manufacturers' installation instructions and industry best practices.

Location:  
Gila County Courthouse  
1400 East Ash Street  
Globe, AZ 85501

Scope of Work and Specifications:

- LG Outdoor unit LC247HV (or equivalent).
- LG Indoor Unit LCN247HV (or Equivalent).
- With Cassette Grille (PT-UMC).
- Install new electric circuit from second floor Electrical Room, sized to service new system.
- Plumb condensate to existing drain system approximately 30' away.
- The outdoor unit will be roof mounted and will require coordination between County Facilities, roofing contractor and installing contractor to maintain roof warranty.
- County will arrange and pay for roof resealing.
- All interior work will be done during non-business hours. The Security Entrance is open Monday - Friday 7:30 a.m. to 5:30 p.m.
- Requires a site visit.

Each contractor may contact Bob Hickman with Facilities at 928-200-1643 with questions and to schedule site visit.

QUOTE DUE DATE: Please email or fax quote by 11:00 A.M. on Wednesday April 03, 2015 via  
~~mailto:procurement@azcourts.gov~~, fax 928-402-4386

"Gila County 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"

Contractor Name: Dutchaire LLC

Contractor Address: 1602 N. Arbor Ave. Phoenix, AZ 85038

Contractor Phone #: (928) 200-3916 Email Address: TNJDOTCH@DUTCH.COM

Contractor Signature: Tony Dutcher

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST (INCLUDED) \$ 1600.00 TAXES

MATERIAL COST (INCLUDED) \$ 4882.90 TAXES

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

# Dutchaire LLC

ROC 247522

1602 N. Arbor Ave.  
Miami, Az. 85539

(928) 425-0236-office  
(928) 200-3916-cell  
Licensed, Bonded, Insured  
for your protection

Name Gila County Quote #032315-2 Date 04-07-2015  
Address 1400 E. Ash St. Job Location Courthouse Entrance  
City Globe State AZ Zip 85501 Phone 200-1643 (INFO)

### Description of work estimated and proposed:

This estimate is to install an LG 2 ton  
heatpump system in the main secured entrance  
of the courthouse lobby. Equipment spec'd  
per the quote form. Job includes all materials,  
electrical, plumbing, condensation, labor and  
tax.

Estimate total - 6482.90  
Equipment, materials, elect, plumbing etc - 4439.00  
Tax - 443.90  
Labor - 1600.00

Payment Terms: ~~cash~~, balance due upon completion of work. All work to comply with local city/county codes.

### Proposed Amount:

\$ 6482.90

\*Note: This proposal may be withdrawn if not accepted within      days.\*



**AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 041613-1**

*The following amendments are hereby incorporated into the agreement for the below project*

---

---

**SERVICE AGREEMENT 041613-1  
MISCELLANEOUS TREE REMOVAL**

**BOB LEE AND SONS TREE SERVICE**

**Effective** April 25, 2013, Gila County and Bob Lee and Sons Tree Service entered into a contract whereby Bob Lee and Sons Tree Service agreed to provide Miscellaneous Removal of Potentially Hazardous Trees to Gila County for a term of twelve (12) months, ending April 24, 2014.

**AMENDMENT NO. 1** to Service Agreement No. 041613-1, was executed on March 19, 2014 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015, for a contract amount of not to exceed Two Thousand dollars and no/100's (\$2,000) without prior written approval from the County.

**Amendment No. 2 to Service Agreement 041613-1** was executed on February 18, 2015 to increase the original contract amount by Two Thousand Three Hundred dollars and no/100's (\$2,300.00), for the removal of potentially hazardous trees in the Timber Region, for a revised contract amount of Four Thousand Three Hundred dollars and no/100's (\$4,300.00).

**Service Agreement No. 041613-1** expires April 24, 2015. Per Page 5, Article 13-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

**Amendment No. 3 to Service Agreement No. 041613-1** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2015, to April 24, 2016 with a not to exceed contract amount of Two Thousand dollars and no/100's (\$2,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 25, 2015 to April 24, 2016 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 4/22/15

**BOB LEE AND SONS TREE SERVICE**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

THE FEDERAL BUREAU OF INVESTIGATION  
UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D. C. 20535



MEMORANDUM FOR THE DIRECTOR  
FROM THE SAC, [illegible]  
SUBJECT: [illegible]

[illegible text]

[illegible signature and text]

[illegible signature and text]

**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 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. 041615-1**  
**WEATHERIZATION PROJECT NO. HH#8846**

**THIS AGREEMENT**, made and entered into this 22nd day of April, 2015, 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#8846, 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" by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" by mention made a binding part of this agreement as set forth herein. Contractor will be paid fifty (50) percent upon presentation of an invoice at the beginning of the project, and the remaining fifty (50) percent upon presentation of an invoice upon completion of the project.

**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:** Contract shall be effective date signed by the County Manager and expire on June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$8,250.00 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, Service Agreement No. 041615-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 4/22/15

MOUNTAIN RETREAT BUILDERS

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

**Gila County Housing Services**

5515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(928)425 - 7631



**SCOPE OF WORK**

Case Number: \_\_\_\_\_

REVIEW DATE: \_\_\_\_\_

Jurisdiction Roosevelt - Tonto Basin  
Census: 2

Owner: \_\_\_\_\_

Phone: \_\_\_\_\_

Name/s: M.R.B LLC

Address: 745 E<sup>st</sup> Santa O  
Globe, AZ  
85501

Phone: 928-606-4674

email: JulayRay058@GilaCounty.gov

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Homeowner Signature

**\*\* This document is not a finalized scope of work. The scope of work will be used to acquire bids from contractors to ensure a competitive bidding process. If all contractors' bids exceed the amount of funding available, some items will be removed from the scope of work in an attempt to accomplish the work in order of priority. By signing this form, the homeowner agrees and understands that the line items mentioned within the scope may be altered or removed to adjust for cost. \*\***

Scope of Work Review

Case#

Page# 2 of 3

Printed on: 4/7/2015 4:50:57 PM

**LINE ITEMS - COMPLETE WRITE-UP**

**General Requirements**

1

**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

**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

**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.

**Mechanical**

4

**Install ASHREA Fan**

Install a new ASHREA exhaust fan set to run at constant 60 CFM. install in bathroom ceiling with a step up to run with more CFM with a motion detector in fan. MUST MEET WEATHERIZATION GUIDELINES! Fan must be a panasonic FV-13VKM3 or FV-08VKM3

300

5

**Install Heat Pump 2.5 Ton System**

Install new Electric air handler and Heat pump system, per manufactures instructions, include 14 Seer A/C with a 8.1 HSPF 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.

7 Floor at 24.5 Total 45

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

\$ 5450.00

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

2) install a filter chamber with a cover

3) filter to be of common, readily available size

4) Remove the hallway door as needed to produce the correct return air flow.

6 (Aluminum) - B.g.

3.7 4.6  
- 6.6

Total 686 - 826

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

6

Repair/Seal all Ductwork

Remove all defective material and repair/seal to meet WAP STANDARDS of less than 1 pa. per register.

~~\$~~ 1,600<sup>00</sup>

Weatherzation

7

Air seal infiltrations

Reduce total CFM to under 1500 total CFM 50

~~3013 CFM WSE~~  
700<sup>00</sup>

Total \$ 8250<sup>00</sup>



**AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 041613**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**SERVICE AGREEMENT NO. 041613  
TREE REMOVAL**

**PUBLIC WORKS TIMBER REGION**

Effective April 25, 2013, Gila County and Tree Pro entered into a contract whereby Tree Pro agreed to provide Miscellaneous Tree Removals to Gila County for a term of twelve (12) months, ending April 24, 2014.

**AMENDMENT NO. 1** was executed on May 29, 2013 to increase the original contract amount by One Thousand Six Hundred dollars and no/100's (\$1,600.00), for a revised contract amount of Thirty Six Hundred dollars and no/100's (\$3,600.00).

**AMENDMENT NO. 2 to Service Agreement No. 041613** was executed on March 26, 2014 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2014 to April 24, 2015.

**Amendment No. 3 to Service Agreement 041613** was executed on February 10, 2015 to increase the original contract amount by One Thousand Five Hundred dollars and no/100's (\$1,500.00), for the removal of potentially hazardous trees in the Timber Region, for a revised contract amount of Five Thousand One Hundred dollars and no/100's (\$5,100.00).

**Service Agreement No. 041613** expires April 24, 2015. Per Page 5, Article 13-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

**Amendment No. 4 to Service Agreement No. 041613** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 25, 2015 to April 24, 2016 with a not to exceed contract amount of Two Thousand dollars and no/100's (\$2,000.00).

All other terms, conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the April 25, 2015 to April 24, 2016 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 22nd day of April, 2015.

**GILA COUNTY:**



**Don E. McDaniel Jr., County Manager**

Date: 4/22/15

**TREE PRO:**

  
Signature

Jerry M. Smith  
Print Name

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the County of \_\_\_\_\_ State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

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 Hassenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 032315**  
**COURTROOM A MODIFICATIONS AND REPAIR**

**GILA COUNTY SUPERIOR COURT**

**THIS AGREEMENT**, made and entered into this 22nd day of April, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and La Casa Bella 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 **Facilities 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 032315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 032315** 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 032315**, 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 through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$15,430 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. 032315 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

LA CASA BELLA

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 4/22/15

Shane Fletcher  
\_\_\_\_\_  
Print Name

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Friday April 10, 2015 to,  
Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov), fax 928-402-4386

"Gila County 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"

Contractor Name: <u>LCB Builders</u>	
Contractor Address: <u>401 N Broad ST Colbe, AZ 85501</u>	
Contractor Phone #: <u>928-425-2450</u>	Email Address: <u>lacasabella.builders@yahoo.com</u>
Contractor Signature: _____	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST INCLUDED)	\$ <u>8500.00</u> (TAXES
MATERIAL COST INCLUDED)	\$ <u>4950.00</u> (TAXES
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	



**La Casa Bella Builders, LLC**

401 N. Broad St.  
Globe, AZ 85501

# Proposal

**Proposal Date:** 4/9/2015

**Proposal #:** 1484

**Project:**

**Bill To:**

Gila County Courthouse  
1400 E. Ash St.  
Globe, AZ 85501

Description	Est. Hours/Qty.	U/M	Rate	Total
<p><b>Scope of Work and Specifications: Court Room A</b></p> <ul style="list-style-type: none"> <li>* Repair and resurface all laminate counter tops in Courtroom with Formica 909-58 Black</li> <li>* Extend Court Clerk's station and platform to be flush with rear wall.</li> <li>* Modify a section of Judge's counter top adjacent to this station to facilitate a pass through.</li> <li>* Reuse carpet presently installed in Judges area to repair clerks carpet and replace Judges area with closely matching carpet from Shaw: Legend Falls collection or approved equal.</li> <li>* Remove under counter book shelves to increase legroom for Judges.</li> <li>* Resurface the exposed areas of the Judge's Bench, Jury Box, council tables and pony walls with laminate such as Formica 7288-58 Ginger Root Maple</li> <li>* Fabricate and install wall caps on jury box and barrier walls using LG Hi-Mac Solid surfacing: G31 Black Granite</li> <li>* Replace missing and loose Formica inserts.</li> <li>* Fabricate and install wall caps on jury box and barrier walls using LG Hi-Mac Solid Surfacing: G31 Black Granite in Courtroom B.</li> </ul>	1		13,450.00	13,450.00
<p><b>Alternate Bid:</b></p> <ul style="list-style-type: none"> <li>* Alt Bid 1: Repair scratches on wall panels and reattach and replace missing and loose Formica inserts.</li> </ul>	1		1,980.00	1,980.00
<b>Total</b>				<b>\$15,430.00</b>

<b>Phone:</b>	<b>Fax:</b>	<b>E-mail</b>	<b>Web Site</b>
928-425-2450	928-425-6249	lacasabellabuilders@yahoo.com	www.LCBBuilders.com

**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**  
Phone (928) 425-3231

**Jeff Hassenius, 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)

### CONSULTING SERVICES

CONTRACT NO. 041615

### JAIL TRAINING CONSULTANT

**THIS AGREEMENT**, made and entered into this 22nd day of April, 2015, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Jim Eskew of the City of Payson, County of Gila, State of Arizona, hereinafter designated the **CONSULTANT**.

**WITNESSETH:** That the **Consultant**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Consultant will perform consulting services to the Gila County Detention Facility. The Consultant is expected to audit, mentor and report his findings and recommendations to the Gila County Sheriff at the end of the performance period. The performance period shall be from April 13, 2015 through July 1, 2015.

**ARTICLE II – SCHEDULE AND FEES:** Refer to Exhibit "A" by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE III – INDEMNIFICATION CLAUSE:** Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “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 Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that the Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

**ARTICLE IV - INSURANCE REQUIREMENTS:** Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant"**.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at [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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to **Consultant's** employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). **Consultant** shall further ensure that each subcontractor who performs any work for **Consultant** under this contract likewise complies with the State and Federal Immigration Laws.

**County** shall have the right at any time to inspect the books and records of **Consultant** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of **Consultant's** or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting **Consultant** to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, **Consultant** shall be required to take such steps as may be necessary to

either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

**Consultant** shall advise each subcontractor of **County's** rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that **County** may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of **Consultant**. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of **Consultant's** approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which **Consultant** shall be entitled to an extension of time, but not costs.

**ARTICLE VI – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE VII – CANCELLATION:** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The **Consultant** shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the **Consultant**:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit or creditors.

h. If it is found that gratuities were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the County.

**ARTICLE VIII – CONTRACT PERIOD:** Contract shall be in effect from April 13, 2015 through July 1, 2015.

**ARTICLE IX – PAYMENT:** The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$ 9,600.00 .

Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the County representative confirming services rendered and authorizing payment.

**IN WITNESS WHEREOF,** two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Consultant**, the **County** agrees to pay the **Consultant** amount of not more than \$9,600.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY CONSULTING SERVICES CONTRACT NO. 041615**

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel , County Manager

**JIM ESKEW:**

  
\_\_\_\_\_  
Signature of Consultant

JAMES ESKEW  
\_\_\_\_\_  
Print Name

**Jim Eskew**  
**502 W. Main Street**  
**Payson, AZ 85541**  
**928-474-3840**

**Jail Management Consultant**

**Rate Structure**

<b>Hourly rate:</b>	<b>\$80.00</b>
<b>Mileage rate:</b>	<b>.51 per mile</b>
<b>Amount of hours:</b>	<b>Up to 20 per week</b>
<b>Performance period:</b>	<b>April 13, 2015 through July 1, 2015</b>
<b>Estimated mileage:</b>	<b>2,160</b>



**Acknowledgement 0041012737**

**Customer PO # 2015-0863**

**SELLER: CEMEX Construction Materials South, LLC**

**Valid from:** 04/21/2015

**Valid to:** 12/31/2015

**Sales Office:** Globe  
**Sales Employee:** CELINA SEGURA

**Terms of Sale:** 1% 15th, net 20th  
**Delivery Terms:** Picked up by Customer  
**Customer Job #:**

9021 N. CASA GRANDE HWY  
TUCSON, AZ  
520-904-3670  
520-572-5795 (fax)

**Prepared for:** 0003087080  
GILA COUNTY PUBLIC WORKS  
GILA COUNTY FINANCE DEPARTMENT  
1400 E ASH ST  
GLOBE AZ 85501-1483  
USA

**Ship To:** 0003087080  
GILA COUNTY PUBLIC WORKS  
GILA COUNTY FINANCE DEPARTMENT  
P: COLD MIX - GLOBE, AZ  
GLOBE AZ 85501-1483  
**Bill To:** 0003087080  
GILA COUNTY PUBLIC WORKS  
GILA COUNTY FINANCE DEPARTMENT  
1400 E ASH ST  
GLOBE AZ 85501-1483

**Project Name: P: COLD MIX**

WE ACKNOWLEDGE RECEIPT OF YOUR ORDER FOR THE ITEMS LISTED BELOW, AT THE PRICES STATED IN OUR QUOTATION. YOUR ORDER IS ACCEPTED BASED SOLELY ON THE ORDER CONFIRMATION STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS TO THE CONTRARY CONTAINED IN YOUR PURCHASE ORDER, WHICH ARE HEREBY EXPRESSLY REJECTED.

**Transmittal Message:**

SPECIAL PROVISIONS INCLUDE:

PRICES QUOTED FROM CEMEX-GLOBE

\*\*Circumstances beyond Cemex's control, there may be a shortage of flyash in Southern Arizona. Prices may spike and Cemex's will be forced to pass along the increased cost to all projects. \*\*

Due to unexpected or unavoidable shortages in the supply of raw materials, CEMEX shall not be held liable for consequential damages, delay damages, or other claims on account of an inability to fulfill concrete orders.

Should the Purchaser choose not to purchase temperature control measures, the Purchaser shall assume all liability for rejected concrete due to Non-compliant concrete temperature.

Chilled Water \$.75 per yard  
Hot Water \$.75 per yard  
Ice \$.50 per lb.

This price quotation/contract if accepted is subject to CEMEX Standard Terms and Conditions. This offer is subject to revision if not accepted within 30 days. All previous revisions are now null and void.

POINT OF DISCHARGE IS AT THE BACK END OF THE READY-MIX TRUCK. THIS IS TO INCLUDE ANY MEASUREMENT OF THE AIR CONTENT.

Seller reserves the right to:

- 1) increase prices on any quotes or accepted orders without notice to reflect any raw material cost increases or surcharges incurred by



Acknowledgement 0041012737

Customer PO # 2015-0863

Prepared for:
GILA COUNTY PUBLIC WORKS

the seller and

2) Defer or cancel any quotes or accepted orders in the event seller becomes delayed or prevented from performing due to shortage or allocations of raw materials.

Seller shall not be liable to buyer for any damages incurred by buyer as a result of any such delay or cancellation.

\* CEMEX-GLOBE OPERATIONS RESERVES THE RIGHT TO ADJUST PRICES FOR ANY INCREASES TO US BY OUR RAW MATERIAL SUPPLIERS.

PLEASE NOTE THE EXPIRATION DATE ON THIS MATERIAL QUOTATION.

IF THERE ARE ANY QUESTIONS OR TO FURTHER DISCUSS THE SCOPE OF THIS PROJECT, PLEASE CONTACT THE SALESPERSON LISTED ON THIS MATERIAL QUOTATION.

Delivery Charges RM:

4<6 yds. =\$100.00

2<4yds. =\$125.00

1<2 yds. =\$150.00

Delivery Charges AGG:

<20ton=\$100.00

Wait Time Charges: Excess minutes on job over free unload=\$2.00 per min

Free unload time: RM=4 min/yard/ 40 minutes max per load. AGG=5 min/load

ENVIROMENTAL COMPLIANCE FEE OF \$15.00 PER LOAD WILL BE CHARGED.

COLOR WASH OUT FEE: PER LOAD FEE OF \$20.00 WILL APPLY TO ALL COLOR LOADS TO ACCOUNT FOR ALL COSTS ASSOCIATED WITH ADDITIONAL WASHOUT TIME OF THE READY MIX TRUCK UPON RETURN TO THE PLANT.

PLANT OPENING AND OFF HOURS FEE: SATURDAY, SUNDAY AND OFF-HOUR OPENING FEES WILL BE QUOTED UPON REQUEST.

QUOTED PRICES DO NOT INCLUDE SATURDAY, SUNDAY OR HOLIDAY SHIPMENTS NOR DOES IT INCLUDE ANY OFF HOUR OR OVERTIME SHIPMENTS.THIS QUOTE WILL BE HONORED UNTIL THE ABOVE-NOTED EXPIRATION DATE.

INVOICES ON APPROVED CREDIT WILL CARRY A 1% DISCOUNT IF PAID BY THE 15TH OF THE MONTH FOLLOWING PURCHASE AND ARE DUE NET 20 DAYS. BEYOND THESE TERMS, A FINANCE FEE OF 18% WILL BE APPLIED TO ANY OUTSTANDING BALANCE.

WE THANK YOU FOR THE OPPORTUNITY TO SUBMIT A MATERIAL QUOTE AND LOOK FORWARD TO SERVING YOUR CONCRETE AND AGGREGATE NEEDS

Table with 7 columns: Item, QTY, Material, Description, Price, Per UOM, Total. It lists two items: an environmental fee and a concrete mix.



Acknowledgement 0041012737

Customer PO # 2015-0863

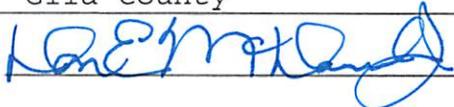
Prepared for:  
GILA COUNTY PUBLIC WORKS

Acknowledgement Total 137,500.00

**SALES TAX NOT INCLUDED**

Accepted this 22nd day of April 2015  
upon Seller's attached Standard Terms and Conditions.

Firm: Gila County

Signature: 

Print Name: Don E. McDaniel, Jr.

Title: County Manager

TAX EXEMPT  YES  NO

**Acknowledgement 0041012737**

Document Date: 04/21/2015

## **STANDARD TERMS AND CONDITIONS**

**Entire Agreement.** The terms and conditions contained in this Order Confirmation ("Order Confirmation") shall constitute the entire Agreement ("Agreement") between the parties pertaining to the subject matter of this Order Confirmation. This Agreement incorporates herein by reference Buyer's previously executed Credit Application, if any, the Seller's Standard Terms and Conditions, and Seller's Quotation, as if fully set forth herein. This Agreement supersedes any and all prior or contemporaneous oral or written agreements between the parties with regard to the subject matter hereof.

**Signature.** In the event Buyer should fail to sign and return to Seller a copy of this Order Confirmation, acceptance of the Standard Terms and Conditions set forth herein shall be deemed to have been made by Seller supplying any portion of the Materials described herein.



# CONTRACT PROPOSAL

3520 North 16th Street Phoenix, AZ 85016-6420

Proposal Number: P101369

Proposal Date: 04/10/2015

P: 602-263-9432 F: 602-277-2844

**Bill To:** GILA COUNTY - FINANCE DEPARTMENT  
ACCOUNTS PAYABLE  
1400 E. ASH STREET  
GLOBE, AZ 85501

**Customer:** GILA COUNTY - FINANCE DEPARTMENT  
1400 E. ASH STREET  
GLOBE, AZ 85501

Account No	Payment Terms	Due Date	Proposal Total	Balance Due	
102333	Net 30 Days	05/10/2015	\$1,873.59	<b>\$1,873.59</b>	
Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount
148839-03		2015/2016	07/01/2015	06/30/2016	\$1,730.00
Remarks					
PROOFPC32 JP MORGAN CHASE POSTING FILE, ANNUAL CAR LAR MAINTENANCE (25,000 ITEMS/YEAR)					

**Summary:**

Contract base rate charge for the 07/01/2015 to 06/30/2016 billing period

\$1,730.00 \*

\*Sum of equipment base charges

\$1,730.00

**Detail:**

**Equipment included under this contract**

**DRS IMAGING SERVICES/C&A CHK MAINTENANCE**

Number	Serial Number	Base Charge	Location
103229		\$1,730.00	GILA COUNTY - FINANCE DEPARTMENT 1400 E. ASH STREET GLOBE, AZ 85501

Attachment "A" by mention is made a binding part of this agreement as set forth herein

Customer: *Don E. McDaniel, Jr.* / Don E. McDaniel, Jr. - COUNTY MANAGER

Databank IMX: *Mary Wards* 4/20/2015

Thank you for your business.

Proposal SubTotal	\$1,730.00
Tax:	\$143.59
Proposal Total	\$1,873.59
<b>Balance Due:</b>	<b>\$1,873.59</b>

1950-1951

1952-1953

1954-1955

1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966-1967

1968-1969

1970-1971

1972-1973

1974-1975

1976-1977

1978-1979

1980-1981

1982-1983

1984-1985

1986-1987

1988-1989

1990-1991

1992-1993

## **ATTACHMENT "A"**

### **Gila County Contractor Standard Terms and Conditions Addendum**

#### **A. Addendum Applicability**

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

#### **B. Contract Defined**

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

#### **C. Contractor Defined**

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

... ..

...

... ..

...

... ..

...

... ..

#### D. Relationship to 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. 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.

#### E. 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.

#### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In

consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**G. 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 provision in conflict with this Contract shall have any force or effect.

**H. 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.

**I. 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.

**J. Cancellation**

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

#### K. 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.

L. 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 expected.

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.

Mary Wards  
Databank IMX

4/20/2015  
Date

MARY WARDS  
Print Name and Title



# CONTRACT PROPOSAL

3520 North 16th Street Phoenix, AZ 85016-6420

Proposal Number: P101386

Proposal Date: 04/22/2015

P: 602-263-9432 F: 602-277-2844

**Bill To:** GILA COUNTY - FINANCE DEPARTMENT  
ACCOUNTS PAYABLE  
1400 E. ASH STREET  
GLOBE, AZ 85501

**Customer:** GILA COUNTY - TREASURER  
1400 E. ASH STREET  
GLOBE, AZ 85501

Account No	Payment Terms	Due Date	Proposal Total	Balance Due	
102333	Net 30 Days	05/22/2015	\$1,351.20	<b>\$1,351.20</b>	
Contract Number	Contact	P.O. Number	Start Date	Exp. Date	Contract Amount
148836-03	TERRI POWELL	2015/2016	07/01/2015	06/30/2016	\$1,351.20
Remarks					

**Summary:**

Contract base rate charge for the 07/01/2015 to 06/30/2016 billing period \$1,351.20 \*  
 \*Sum of equipment base charges \$1,351.20

**Detail:**

**Equipment included under this contract**

**E-IMAGEDATA/SCANPRO 2000**

Number	Serial Number	Base Charge	Location
P0876	70072	\$1,351.20	GILA COUNTY - TREASURER 1400 E. ASH STREET GLOBE, AZ 85501

Attachment "A" by mention is made a binding part of this agreement as set forth herein

CUSTOMER:  / DON E. MC DANIEL, JR. - COUNTY MANAGER  
 DATABANKIMX:  4/22/2015

Thank you for your business.

Proposal SubTotal	\$1,351.20
Tax:	\$0.00
Proposal Total	\$1,351.20
<b>Balance Due:</b>	<b>\$1,351.20</b>

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

10/10/10

## **ATTACHMENT "A"**

### **Gila County Contractor Standard Terms and Conditions Addendum**

#### **A. Addendum Applicability**

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

#### **B. Contract Defined**

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

#### **C. Contractor Defined**

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

ARTICLE 1

Section 1. The name of this organization shall be the "American Society of..."

Section 2. Purpose

The purpose of this organization shall be to promote the interests of its members and to advance the science of... The organization shall be organized and operated exclusively for the purposes of... The organization shall have no political purpose and shall not attempt to influence legislation or to participate in any political campaign on behalf of any candidate for public office.

Section 3. Membership

Any person who is a resident of the United States and who is interested in the promotion of the science of... may become a member of this organization. The organization shall have the power to make and alter its bylaws and to elect and remove its officers and directors.

Section 4. Officers

The officers of this organization shall be elected annually at a meeting of the members. The officers shall be the president, vice president, secretary, and treasurer. The organization shall have the power to sue and be sued and to acquire, hold, and dispose of real and personal property.

#### D. Relationship to 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. 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.

#### E. 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.

#### F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In



consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**G. 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 provision in conflict with this Contract shall have any force or effect.

**H. 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.

**I. 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.

**J. Cancellation**

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

#### K. 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.

L. 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 expected.

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.

Mary Wands                      4/22/2015  
Databank IMX                      Date  
MARY WANDS, Accountant  
Print Name and Title



## **AMENDMENT NO. 2 to SERVICE AGREEMENT 032613-1**

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

---

### **SERVICE AGREEMENT 032613-1 MONITOR VARIOUS ALARM SYSTEMS FOR NORTHERN GILA COUNTY**

**AZTEC ALARMS, INC.**

Effective April 09, 2013, Gila County and Aztec Alarms, Inc. entered into a Service Agreement whereby Aztec Alarms, Inc. agreed to provide testing, inspecting and monitoring of various alarm systems in Northern Gila County, including burglar alarms, fire sprinkler monitoring systems, etc.

**Amendment No. 1 to Service Agreement 032613-1** was executed on September 10, 2014 extending the term of the Service Agreement for one (1) additional year from April 9, 2014 to April 8, 2015.

In addition **Amendment No. 1 to Service Agreement 032613-1** served to alter the original scope of work, change the title of the Service Agreement to "Monitor Various Alarm Systems", and decrease the dollar amount by Two Thousand One Hundred Thirty-Five dollars and no/100's (\$2,135.00) for a new total contract amount not to exceed Eight Hundred Sixty-Five dollars and no/100's (\$865.00).

**Service Agreement No. 032613-1** will expire April 8, 2015. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Facilities would like to increase the contract amount by an additional Two Hundred Eighty dollars and no/100's (\$280.00) to cover the cost of monitoring the Fire Alarm System at Public Works in Payson, not covered in the original contract. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement No. 032613-1 by mention made a binding part of this Amendment.

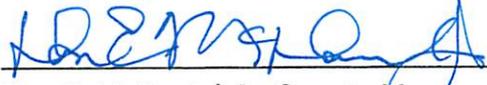
**Amendment No. 2 to Service Agreement 032613-1** will allow for Gila County to exercise the option to renew the term of the Agreement from April 9, 2015 to June 30, 2015.

In Addition **Amendment No. 2 to Service Agreement 032613-1** will serve to increase the contract amount by Two Hundred Eighty dollars and no/100's (\$280.00), for a new total contract amount of One Thousand One Hundred Forty-Five dollars and no/100's (\$1,145.00).

All other terms and conditions of the original agreement shall remain the same and apply during the April 9, 2015 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 28<sup>th</sup> day of April, 2015.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel, Jr. County Manager

AZTEC ALARMS, INC.

  
\_\_\_\_\_  
Authorized Signature

Dennis LaSato  
\_\_\_\_\_  
Print Name



PO Box 302 ♦ Payson ♦ AZ 85547 ♦ 928-472-7767 ♦ Fax 928-474-4664  
License #269881 ♦ License #263135

## PROPOSAL

GILA COUNTY SERVICE  
ATTN. JEANNIE SGROI

I PROPOSE TO PROVIDE MONITORING OF SYSTEMS SPECIFIED BELOW.

- ❖ AN 77-5802 610 E. HWY 260 PAYSON AZ. THERE WILL BE THE MONITORING OF THE BURGLAR ALARM SYSTEM \$24.00 PER MONTH.
- ❖ AN 77-5865 610 E. HWY 260 GILA PUBLIC WORKS BUILDING FIRE ALARM SYSTEM 52.00 PER MONTH
- ❖ AN 77-5814 600 S. GREEN VALLEY PKYW PAYSON IN GILA COUNTY TASK FORCE PAYSON OFFICE ALARM MONITORING \$24.00 PER MONTH
- ❖ AN 77- 5665 N. GILA COUNTY LAND FILL BUCKHEAD MESA BURGLAR ALARM MONITORING \$24.00 PER MONTH

THANK YOU FOR YOUR BUSINESS

DENIS LABONTE  
AZTECALARMS

A handwritten signature in black ink, appearing to read "D. Labonte", is written over the typed name and company name.

Note: Proposal prices good for 30 days. Exceptions to be made by the owner.

**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. 030915-2**  
**ON-CALL ELECTRICAL SERVICE**  
**FOR VARIOUS BUILDINGS IN GILA COUNTY**

**SOUTHERN GILA COUNTY**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of April, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Burden Electric, LLC of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities 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 030915-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030915-2** 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 030915-2**, 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 one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,000.00 for service and repairs, **if required during the term of this contract.**

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. 030915-2 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: 4/28/15

**BURDEN ELECTRIC, LLC**

  
\_\_\_\_\_  
Signature

RODNEY H. BURDEN SR.  
Print Name

**REQUEST FOR QUOTE NO. 030915  
GILA COUNTY**



**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of an On-Call Electrical Contractor to make repairs in County owned or leased buildings when necessary.

Location: Gila County or leased buildings in Northern Gila County.

**Scope of Work and Specifications:**

- Contractor must have a current Arizona License, minimum classification C-11 or CR-11.
- Installation, alteration, and repair of any wiring.
- Related electrical material and equipment used in the generating, transmitting, or utilization of electrical energy less than 600 volts.
- All overhead electrical wiring on public right-of-ways for signs and street decorations, and all underground electrical distribution systems of less than 600 volts serving private properties.
- Installation, alteration, and repair on other than public right-of-ways of all outside, overhead, and underground electrical construction and all wiring in or on any building of less than 600 volts.
- Must be ready to respond within 2 hours of contact by Gila County.

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on Monday March 30, 2015 to,  
Jeannie Sgroi, [jsroi@gilacountvaz.gov](mailto:jsroi@gilacountvaz.gov), fax 928-402-4386

**"Gila County 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"**

Contractor Name: <u>BURDEN ELECTRIC LLC</u>	
Contractor Address: <u>P.O Box 628 Globe, AZ 85502</u>	
OFFICE 928-402-0379	
Contractor Phone #: <u>CELL 480-747-0064</u>	Email Address: <u>burdenelectric@aol.com</u>
Contractor Signature: 	
TOTAL COST FOR MATERIAL & INSTALLATION 12% mark up on material	
LABOR COST INCLUDED)	\$ <u>42.50 per hr labor</u> (TAXES
	40.00 trip fee for travel
OVERHEAD/PERCENTAGE COST INCLUDED)	\$ <u>to Payson from Globe</u> (TAXES
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	



**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 121014**

*The following amendments are hereby incorporated into the agreement for the below project*

**PEST CONTROL SERVICE FOR SOUTHERN GILA COUNTY**

**GILA COUNTY FACILITIES**

**Effective** February 18, 2015, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide pest control service for Gila County Facilities from February 18, 2015 through February 17, 2016.

**Amendment No. 1 to Service Agreement No. 121014** was executed on March 18, 2015 to increase the original contract amount from Seven Thousand Nine Hundred Forty dollars and no/100's (\$7,940.00), by Six Hundred Forty dollars and no/100's (\$640.00), for a new contract total of Eight Thousand Five Hundred Eighty dollars and no/100's (\$8,580.00).

Facilities would like to increase the contract amount by an additional Six Hundred dollars and no/100's (\$600.00) to pay for removing or destroying bee colonies and rodent eradication at various Southern Gila County Facilities.

**Amendment No. 2 to Service Agreement No. 121014** will increase the contract amount by an additional Six Hundred dollars and no/100's (\$600.00)

Consequently, the contract is amended to increase the contract amount by (\$600.00) for a new total contract amount of Nine Thousand One Hundred Eighty dollars and no/100's (\$9,180.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 18, 2015 to February 17, 2016 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 28<sup>th</sup> day of April, 2015.

GILA COUNTY:

GLOBE EXTERMINATORS

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 4/28/15

  
Print Name



### **AMENDMENT NO. 3**

The following amendments are hereby incorporated into the contract documents for the below stated project:

---

**CONTRACT 110812  
CHIPS, ABC AND ASPHALT FOR  
TIMBER REGION OF GILA COUNTY**

Effective March 19, 2013, Gila County and Payson Concrete and Materials, Inc. entered into a contract whereby Payson Concrete and Materials, Inc. agreed to provide Chips, ABC and Asphalt for the Timber Region of Gila County.

**Amendment No. 1 to Service Agreement No. 110812** was executed on March 19, 2013 to set the total remuneration to Payson Concrete and Materials, Inc. to \$200,000.00 but not to exceed \$200,000.00 unless authorized by a written Amendment signed by the parties.

**Amendment No. 2 to Service Agreement No. 110812** was executed on May 7, 2014 extending the Service Agreement for one (1) additional year from June 19, 2014 to June 18, 2015 with a not to exceed contract amount of **Two Hundred Thousand dollars and no/100's (\$200,000.00)**.

An error was made on Amendment No. 2 extending **Service Agreement No. 110812** from June 19, 2015 to June 18, 2015. **Service Agreement No. 110812** was issued on March 19, 2013 for a period of 16 months, which makes the contract expiration date July 18, 2014, with the option to renew for two (2) additional one (1) year periods.

**Amendment No. 3 to Service Agreement No. 110812** will serve to correct the contract term from June 19, 2014 to June 18, 2015 to the correct dates of July 19, 2014 to July 18, 2015.

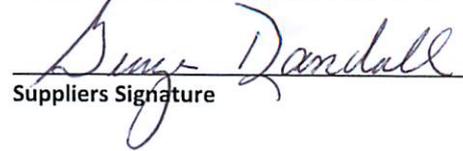
All other terms, conditions and provisions of the original Agreement, including previously executed Amendments, shall remain the same and apply during the July 19, 2014 to July 18, 2015 renewal period.

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 28<sup>th</sup> day of April, 2015.

GILA COUNTY:

  
Don E. McDaniel Jr., County Manager

PAYSON CONCRETE AND MATERIALS, INC.

  
Suppliers Signature

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. 031915-1**  
**REPAIR ROLL UP DOOR AT GLOBE SHOP**

**FACILITIES LAND & BUILDING MANAGEMENT**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of April, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and On Track Garage Door Service, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities 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 031915-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031915-1** 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 031915-1**, 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 "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 through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$746.00 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. 031915-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**ON TRACK GARAGE DOOR SERVICE**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 4/28/15

Mike Jacobs  
\_\_\_\_\_  
Print Name

**REQUEST FOR QUOTE NO. 031915-1 (RE-QUOTE)  
GILA COUNTY**

**THE BID DATE IS HEREBY EXTENDED TO APRIL 15, 2015**



**REPAIR ROLL UP DOOR AT GLOBE SHOP**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of repair of a roll up door with electronics that have failed.

Location: Gila County  
Globe Shop  
1001 W Besich Blvd  
Globe, AZ 85501

**Scope of Work and Specifications:**

- Motorized insulated steel roll up door size is 20'H x 14' W
- Manufacturer is Micanan, Model PRO-HBE
- Power reaches the circuit board, but the circuit board lights do not come on.
- Motor does not run.
- This is a heavy equipment overhead bay door that is chain driven.

**QUOTE DUE DATE IS HEREBY EXTENDED:** Please email or fax quote by, 11:00 A.M. on Wednesday April 15, 2015 to, Jeannie Sgroi, [jsgroi@gilacountvaz.gov](mailto:jsgroi@gilacountvaz.gov), fax 928-402-4386.

**"Gila County 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"**

Contractor Name: On Track Garage Door Service  
Contractor Address: 4821 E. Indigo, Mesa Az. 85205  
Contractor Phone #: 480-641-2301 Email Address: mikejontrack@aol.com  
Contractor Signature: Mike Jacobs

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 460.00 (TAXES INCLUDED)  
MATERIAL COST \$ 286.00 (TAXES INCLUDED)

**PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.**



P.O. Box 22080 Mesa Arizona 85277  
 4821 E. Indigo St. Mesa Az. 85205  
 P. 480.641.2301 F. 480.218.1050

Monday, April 06, 2015

**Proposal prepared for:**

Gila County  
 Quote # .031915-1  
 Att # Jeannie Sgroi @ isgroi@gilacountyaz.gov

**Project:**

Globe Shop  
 1001 W. Besich Blvd  
 Globe Az, 85501

Qty.	Description	Price
<b>This quote is for repairs to One (1) 20' x 14' Rolling Steel door</b>		
1	Micanan circuit board	
1	Transformer	
<p><b>Scope of work to include the following:</b></p> <ul style="list-style-type: none"> <li>* This quote is repairs to a Micanan operator only</li> <li>* Turn off the power to the operator and remove and replace the board and transformer</li> <li>* Turn power back on and check door for proper operation</li> <li>* Note if issues are with the motor or electrical the price will change</li> </ul>		
<p><b>For the sum of.....\$746.00</b></p>		

**Acceptance of Proposal** 30 day quote **Total for above material & labor. \$746.00**

*Note: Tax, electrical wiring, control wiring not included unless specified above. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified above. Payment C.O.D. Unless specified above.*

Your On Track Garage Door Service Representative is Mike Jacobs @ mikejontrack@aol.com - cell # 602-617-9820

**Approval Signature**

**PO#**

**Printed Name**

*Terms & Conditions: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards and practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change order and will become an extra charge over and above the estimate above. All agreements contingent upon credit approval, strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Buyer to supply secure and pay for any permits, surveys, studies, approvals, easements, assessments & notices. Buyer to secure and pay for all testing required by Local, State and Federal Regulations.*



**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION				
Legal Name	COUNTY OF GILA			
Bill To Address	1400 E ASH ST			
City	GLOBE	State	AZ	Zip Code 85501-1483

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**1. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

**2. MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

**3. RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

**4. TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

## MAINTENANCE SERVICES.

### 10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

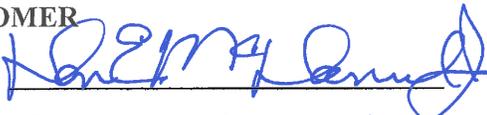
**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**

By:   
Name: DON E. McDANIEL, JR.  
Title: COUNTY MANAGER  
Date: 5/1/15

**RICOH USA, INC.**

By:   
Name: JAKE MILNER  
Title: VP of SALES  
Date: 4/28/15



## ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type :	CASH
--	-------------	-------------	------

### BILL TO INFORMATION

Customer Legal Name: COUNTY OF GILA			
Address Line 1: 1400 E ASH ST		Contact:	
Address Line 2:		Phone:	
City: GLOBE		E-mail:	
ST / Zip: AZ/85501-1483	County: GILA	Fax:	

### ADDITIONAL ORDER INFORMATION

**Check All That Apply:**

- Sales Tax Exempt (Attach Valid Exemption Certificate)    
 Fixed Service Charge    
 Add to Existing Service Contract # \_\_\_\_\_  
 PO Included PO# \_\_\_\_\_    
 PS Service (Subject to and governed by separate Statement of Work)  
 Syndication    
 IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

### SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
12 Months	MONTHLY	MONTHLY

### SHIP TO INFORMATION

Customer Name: GILA COUNTY			
Address Line 1: 1001 W BESICH BLVD		Contact: Weaver, Nicole	
Address Line 2:		Phone: (928)402-8525	
City: GLOBE		E-mail: nweaver@gilacountyaz.gov	
ST / Zip: AZ/85501-4474	County: GILA	Fax:	

### PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
RICOH MPC2003	1	Gold	0	\$0.0080	0	\$0.0580		\$3,051.02	\$3,051.02

### BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Qty	Sell Price	Extended Sell Price
NETWORK & SCAN CONNECT - SEG BC2	1	\$0.00	\$0.00

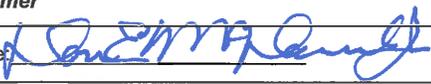




**ORDER TOTALS**

<b>Service Type Offerings:</b>	<b>Product Total:</b>	\$3,051.02
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services:</b>	\$0.00
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>Buyout:</b>	\$0.00
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	\$3,051.02
<b>Additional Provisions:</b>		

Per US Communities Contract 4400003732. "All terms and conditions of U.S. Communities Contract No. 4400003732 apply".

<b>Accepted by Customer</b>	<b>Accepted: Ricoh USA, Inc.</b>
Authorized Signature: 	Authorized Signature: 
Printed Name: <u>DON E. MCDANIEL, JR.</u>	Printed Name: <u>STEVE RINALDI</u>
Title: <u>COUNTY MANAGER</u>	Title: <u>REGION VP</u>
Date: <u>5/1/15</u>	Date: <u>4-27-15</u>

