

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:

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## **REGULAR MEETING - TUESDAY, JUNE 9, 2015 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **PRESENTATIONS:**
  - A. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2015-2016 fiscal year budget request to be considered for approval during Gila County's regular budget process. **(Jim Sprinkle)**
  
  - B. Public recognition of four employees for June's "Spotlight on Employees" Program, as follows: Gary Eggert, David Hornung, Jeff McClure and Travis Todd. **(Erica Raymond)**
  
3. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Resolution 15-06-01 to name four previously unnamed roads in Tonto Basin as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way and S. Canyon Ridge Drive. **(Steve Sanders)**
  
4. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to authorize the Treasurer's Office to correct ownership on Assessor's parcel numbers 206-16-007A, 206-16-007B, and 206-16-007C to be in the name of the Town of Miami; apply an exemption to abate the taxes, interest and fees on said parcels in order to be in

compliance with Gila County Superior Court Judgment No. CV201200257; and authorize the Chairman's signature on each of the three related Certificate of Removal and Abatement of Tax forms. **(Debi Savage/Terri Powell)**

- B. Information/Discussion/Action to approve Professional Services Contracts to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis. **(Jeff Hessenius and Jonathan Bearup)**
  
- C. Information/Discussion/Action to review the proposals received for Request for Proposals No. 032615 to provide food and laundry services at the Gila County Detention Center; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Justin Solberg)**
  
- D. Information/Discussion/Action to adopt Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 08-132-I) between Gila County and the State of Arizona, Department of Transportation for the design of a bridge and approaches over Tonto Creek near Punkin Center. **(Steve Sanders)**
  
- E. Information/Discussion/Action to approve the use of Mohave Educational Services Cooperative, Inc. Contract No. 14G-PMAC2-0903 with Pueblo Mechanical & Controls, Inc. in the amount of \$84,922.92 for modifications to the Globe Courthouse 2nd floor HVAC units and duct work. **(Jeff Hessenius and Steve Sanders)**

- F. Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions which replaces the IGA between Apache County-Navajo County Workforce Investment Act (WIA) partnership to include Gila County in the consortium which provides WIA services to eligible clients in all three counties. **(Malissa Buzan)**
- G. Information/Discussion/Action to approve the Health and Emergency Services Division's request to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services and Centers for Disease Control and Prevention in the amount of \$100,000 per year to be awarded from October 2015 through September 2020, which would allow for the implementation of a comprehensive prescription drug overuse, misuse, and overdose intervention strategy to improve safe prescribing practices in Gila County. **(Michael O'Driscoll)**
- H. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS15-094962) with the Arizona Department of Health Services to receive partial funding in the amount of \$217,128 (Phase I and II) for the contract period of July 1, 2015 to June 30, 2020, of which this agreement integrates various health-related grant contracts currently utilized by the Gila County Health Department. **(Michael O'Driscoll)**
- I. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 021315 - Public Health Emergency Preparedness Website Development to increase the award amount from \$45,000 to \$56,000 which will allow Public Health Emergency Preparedness to expand the reach of the new Gila Ready website to include a communicable disease and infectious disease tab with multiple content sections as well as a tab for the on-boarding, marketing, and maintenance of the planned Mass Notification Emergency Alert System. **(Michael)**

**O'Driscoll)**

- J. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management Program Consultation Services for Operational Plans increasing the current contract amount by \$10,000 for a new total contract amount of \$55,000, which will meet the Emergency Management Program Grant deliverable of performing an exercise associated with our revised Gila County Emergency Operations Plan. **(Michael O'Driscoll)**
  
- K. Information/Discussion/Action to approve Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 1.8% and adjust all employees' salaries by 1.8% effective June 29, 2015. **(Don McDaniel)**
  
- 5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  
- A. Approval of Amendment No. 1 to Service Agreement No. 021915-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#6510 which increases the original contract amount by \$1,000 for a new total contract amount of \$64,102.59 in order to perform additional work as outlined in the Amendment.
  
- B. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event on October 10, 2015 in Pine.

- C. Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 302-60-200-C to Jason Vagalatos.
- D. Acknowledgment of the April 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.
- E. Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- F. Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Constable's Office.
- G. Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
- H. Acknowledgment of the April 2015 monthly activity report submitted by the Recorder's Office.
- I. Approval of the May 26, 2015, Board of Supervisors' meeting minutes.
- J. Acknowledgment of the Human Resources reports for the weeks of May 5, 2015, May 12, 2015, May 19, 2015, and May 26, 2015.
- K. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 4, 2015, to May 8, 2015; and May 11, 2015 to May 15, 2015.
- L. Approval of finance reports/demands/transfers for the weeks of May 26, 2015, and June 9, 2015.

6. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
  
7. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.
  
8. **EXECUTIVE SESSION ITEMS: (The Board of Supervisors may vote to go into executive session on one or all of the items listed in this section. No action will be taken by the Board while in executive session.)**
  - A. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding the lawsuit of Strawberry Ridge Estates LLC v. Gila County, 1 CA-TX-14-0004; consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Bryan Chambers)**

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-3105**

**Presentation Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

University of Arizona, Gila County Cooperative Extension Office Annual Report and FY 2015-2016 Budget Request

Background Information

Each year Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presents the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's Annual Report. During this presentation Dr. Sprinkle provides an overview of the faculty's accomplishments and program activities for the Cooperative Extension offices located in Payson, Globe and San Carlos, which is followed by an official budget request for the upcoming fiscal year to be considered during the County's regular budget process.

Evaluation

County elected officials and department heads are currently compiling their budgets to be considered by the Board of Supervisors on June 23, 2015, at which time the Gila County tentative budget will be adopted, so it is beneficial that the Board consider all budget requests as soon as possible.

Conclusion

The Gila County fiscal year 2015-2016 tentative budget is scheduled to be presented to the Board of Supervisors for adoption at its June 23rd meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Dr. Sprinkle present the Annual Report and annual budget request to the Board of Supervisors for the Gila County Cooperative Extension Office.

Suggested Motion

Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2015-2016 fiscal year budget request to be considered for approval during Gila County's regular budget process.

**(Jim Sprinkle)**

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Attachments

Coop Extension Budget Request

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# ***Gila County Cooperative Extension Budget Request for 2015***



# GILA COUNTY



COLLEGE OF AGRICULTURE & LIFE SCIENCES

Cooperative  
Extension

Cooperative Extension Stakeholder Survey

Spring 2015

ABOUT THE  
RESPONDENTS

224  
responses

58% Female/  
34% Male

44% Rural,  
36% Town,  
12% Farm,  
5% Tribal lands

78% White,  
8% Latino,  
5% American  
Indian

Average age:  
50  
(Range: 14-84)

47% with a  
college degree  
or more

HAVE NOT HEARD OF  
CE: 10%

HEARD OF CE, BUT DON'T  
KNOW ANYTHING MORE: 12%

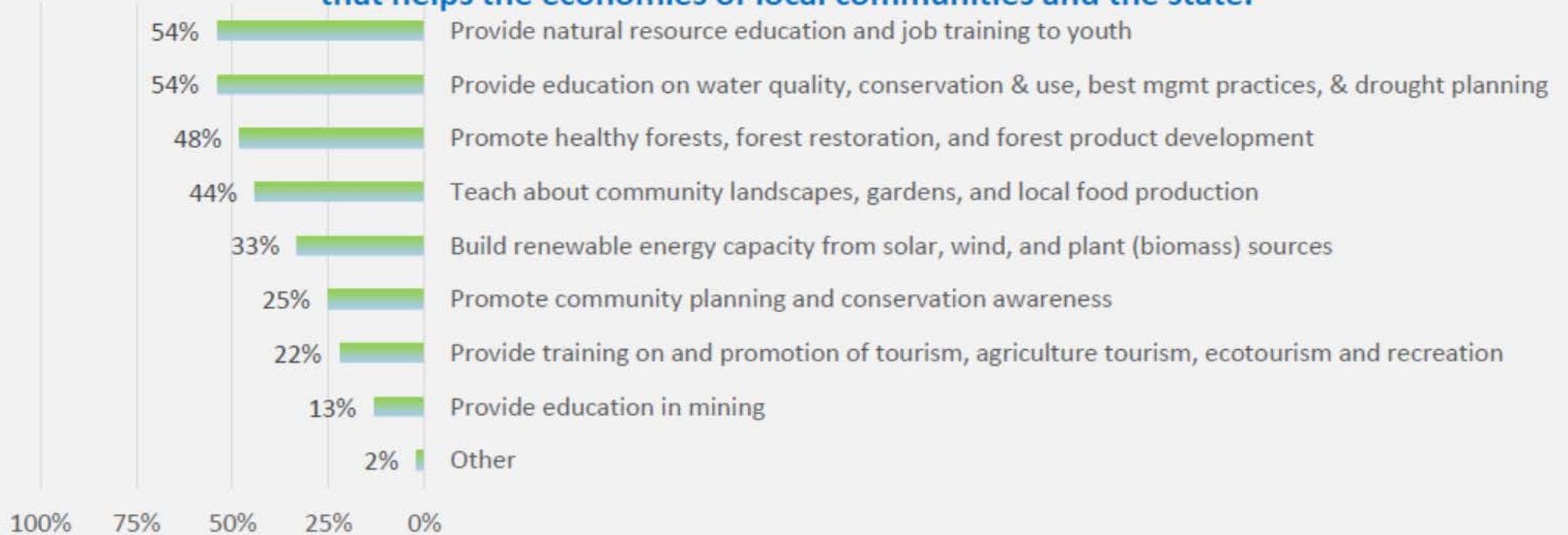
HEARD OF CE & KNOW  
A LITTLE ABOUT IT: 34%

KNOW A LOT ABOUT  
CE: 19%

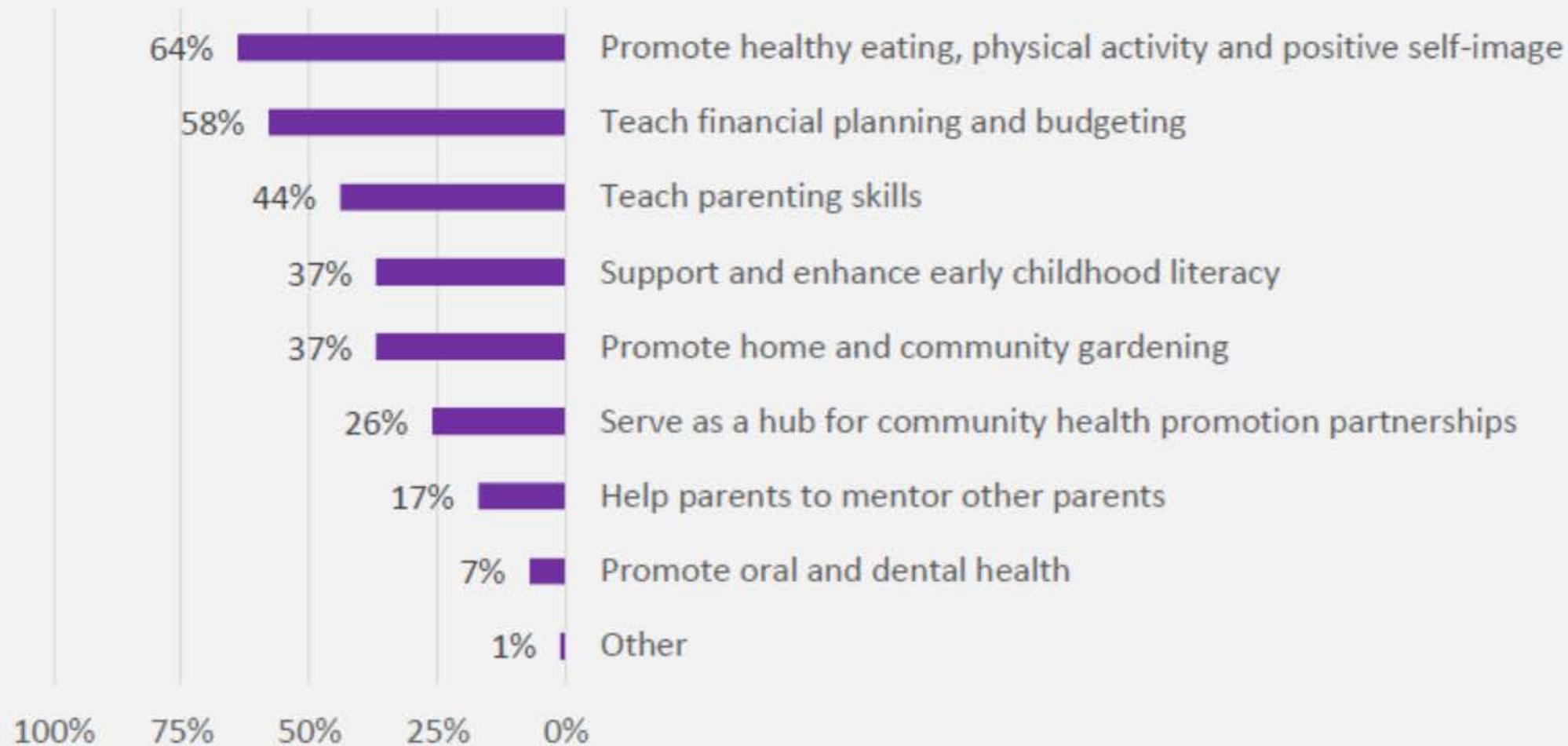
PARTICIPATED IN A CE  
PROGRAM OR EVENT: 27%

PARTNERED/WORKED  
WITH CE: 14%

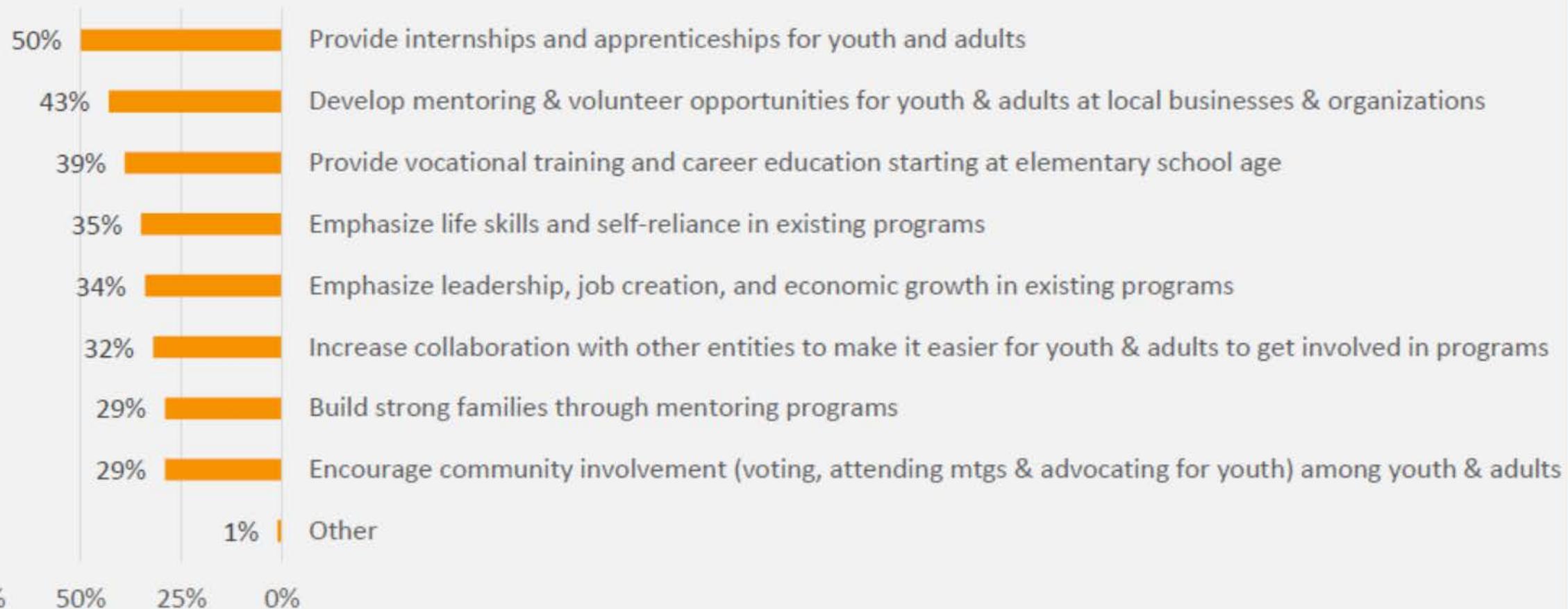
**Goal 1: To educate and prepare people to manage and use natural resources in a way that helps the economies of local communities and the state.**



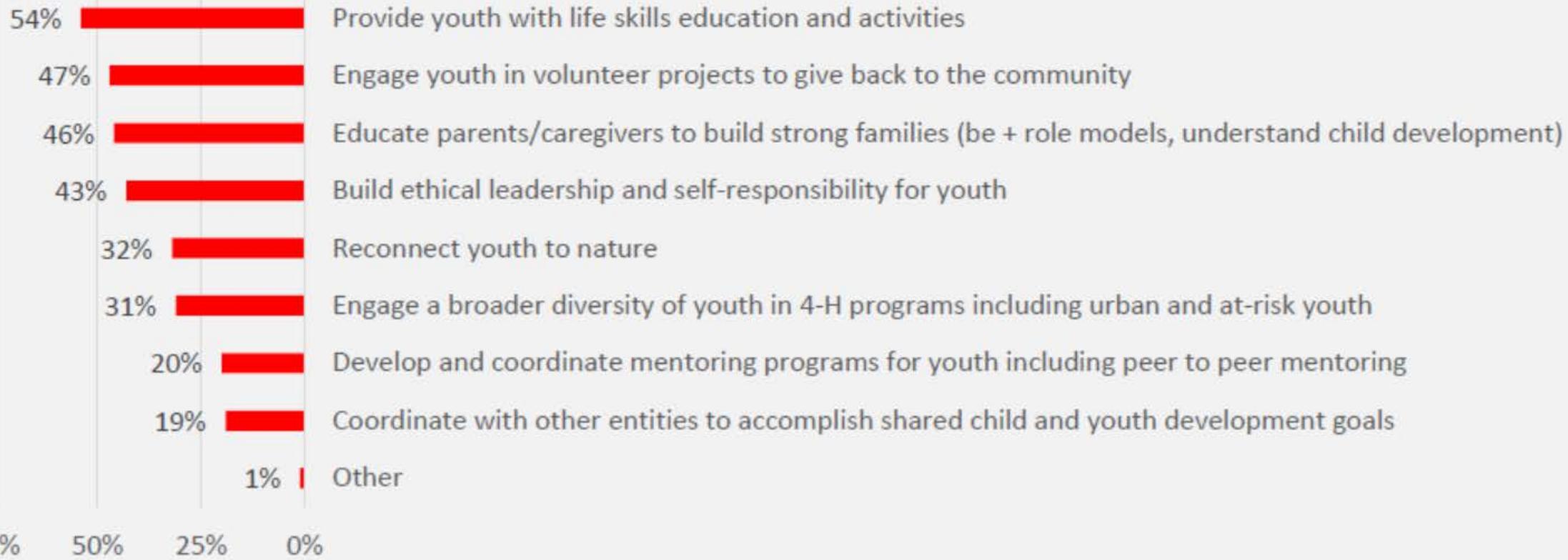
## Goal 2: To help individuals and families be physically, mentally, emotionally, and financially healthy.



### Goal 3: To help develop leadership, workplace and life skills for youth and adults.



## Goal 4: To enhance the growth and development of Arizona children and youth so that young people will contribute positively to the community.



## Goal 5: To promote safe, profitable, and sustainable plant and animal systems.



# **Forest Health Public Seminars**

**“Central Arizona Forests: What are the Issues? What are the Solutions?”**

**Wednesday, June 10, 2015**

**When: 1:30 – 2:30 pm Dr. Rodolfo Morales**

**3:00 – 4:00 pm Dr. Gary Snider**

**4:30 – 5:30 pm Dr. Kent Apostol**

**Where: Gila Community College, Room 403**

**201 N. Mud Springs Road, Payson**

**ARF-3162**

**Presentation Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources Department

Department: Human Resources Department

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Information

Request/Subject

June 2015 "Spotlight on Employees" Program

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize four employees for June 2015 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of four employees for June's "Spotlight on Employees" Program, as follows: Gary Eggert, David Hornung, Jeff McClure and Travis Todd. **(Erica Raymond)**

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Attachments

*No file(s) attached.*

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**ARF-3184**

**Public Hearing 3. A.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Steve Sanders, Director

Submitted By: Steve McGill, Rural Addressing Analyst, Public Works Division

Department: Public Works Division

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Information

Request/Subject

Resolution 15-06-01 to name four previously unnamed roads located in the Tonto Basin area as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way and S. Canyon Ridge Drive.

Background Information

Previous Rural Addressing Department personnel worked with residents in 2013 to name four unnamed roads that provide access to their property in the Tonto Basin area. Residents were unable to complete the process. Current Rural Addressing personnel provided the following suggestions: N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way, and S. Canyon Ridge Way in a letter and map sent to affected residents providing them with opportunity for alternative suggestions or objections. No feedback was received.

Evaluation

The unnamed sections of road are identified as PT E<sup>1</sup>/<sub>2</sub> SEC 26 T6N R10E branching west off of Arizona Highway 188 in the Tonto Basin Area within Supervisorial District 2 of Supervisor Michael Pastor.

The County Rural Addressing Analyst determined the GPS location and appropriately mapped the roadway. A map is attached.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance 11-03, a public notice was submitted to the Arizona Silver Belt for publication in two consecutive issues: May 6, 2015 and May 13, 2015. A copy of the publication is attached. No objections were submitted to Rural Addressing personnel during the comment period.

Recommendation

The Public Works Division Director recommends that the Board of Supervisors adopt Resolution 15-06-01 naming four previously unnamed sections of road in Tonto Basin as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way, S. Canyon Ridge Drive.

Suggested Motion

Information/Discussion/Action to adopt Resolution 15-06-01 to name four previously unnamed roads in Tonto Basin as N. Ocotillo Court, W. Ocotillo Lane, W. Raven Cliff Way and S. Canyon Ridge Drive. **(Steve Sanders)**

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Attachments

Resolution 15-06-01

Letter to Resident

Public Notice

Map

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**RESOLUTION NO. 15-06-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA TO NAME THE FOLLOWING FOUR UNNAMED ROADS THAT ARE LOCATED IN THE TONTO BASIN AREA: N. OCOTILLO COURT, W. OCOTILLO LANE, W. RAVEN CLIFF WAY, AND S. CANYON RIDGE DRIVE.**

**WHEREAS**, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

**WHEREAS**, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

**WHEREAS**, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

**WHEREAS**, the following street names and locations substantially comply with the provisions of Article 8 of the Ordinance:

**N. Ocotillo Court – PT E ½ SEC 26 T6N R10E  
W. Ocotillo Lane – PT E ½ SEC 26 T6N R10E  
W. Raven Cliff Way – PT E ½ SEC 26 T6N R10E  
S. Canyon Ridge Drive – PT E ½ SEC 26 T6N R10E**

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors does officially recognize the four street names set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate this name uniformly on all maps of Gila County.

**PASSED AND ADOPTED** this 9th day of June 2015.

**Attest:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman

**Approved as to form:**

\_\_\_\_\_  
Bryan Chambers  
Deputy County Attorney/Civil Bureau Chief

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II  
1400 East Ash Street, Globe AZ 85501

JOHN D. MARCANTI, District III  
1400 East Ash Street, Globe AZ 85501



DON E. McDANIEL Jr.  
County Manager

STEVE STRATTON  
Director

STEVE SANDERS  
Deputy Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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April 7, 2015

Dear Gila County Resident:

Gila County is in the process of naming a road in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 System.

In order to accomplish this, our office has a name suggestion for the road that serves your property. It is **"S Canyon Ridge Dr."** A map has been included showing the location of the road to be named. If you prefer a different road name, you must provide our office with an alternate petition or objection in writing within two weeks of this letter. Petitions must have signatures of at least 75% of property owners who own property adjacent to the street subject to naming. It is also recommended to work with your neighbors to suggest a road name agreeable to all. Please note the road naming guidelines in Article 8 of Ordinance No. 11-03.

If an objection and/or petition is received you will receive notification informing you of the review date set by the Board of Supervisor's, providing you with an opportunity to voice your objections of the proposed road name.

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

A handwritten signature in black ink that reads "Steve McGill".

Steve McGill  
Rural Addressing Analyst

TOMMIE MARTIN, District I  
P.O. Box 2297, Payson AZ 85547

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April 7, 2015

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In order to accomplish this, our office has a name suggestion for the road that serves your property. It is **“W Ocotillo Lane” and “N Ocotillo Court”**. A map has been included showing the location of the road to be named. If you prefer a different road name, you must provide our office with an alternate petition or objection in writing within two weeks of this letter. Petitions must have signatures of at least 75% of property owners who own property adjacent to the street subject to naming. It is also recommended to work with your neighbors to suggest a road name agreeable to all. Please note the road naming guidelines in Article 8 of Ordinance No. 11-03.

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Steve McGill  
Rural Addressing Analyst

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Director

STEVE SANDERS  
Deputy Director

Gila County Public Works Division  
**9-1-1 Rural Addressing**  
745 N. Rose Mofford Way, Globe Arizona 85501

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April 7, 2015

Dear Gila County Resident:

Gila County is in the process of naming the roads in your area. Our purpose is to comply with the Gila County Street Naming and Property Numbering Ordinance No. 11-03 and the Gila County Enhanced 911 System.

In addition to the information provided to you with the pending road name that is adjacent to your property; I have attached a map with all the roads in your area and their proposed road names. They are as follows:

N Ocotillo Court  
W Ocotillo Lane  
W Raven Cliff Way  
S Canyon Ridge Drive

Please feel free to contact our Rural Addressing Analyst, Steve McGill at (928) 402-8597 with any questions or concerns. Our offices are open from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Thank you for taking the time to review this letter.

Respectfully,

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Steve McGill  
Rural Addressing Analyst

PUBLIC NOTICE

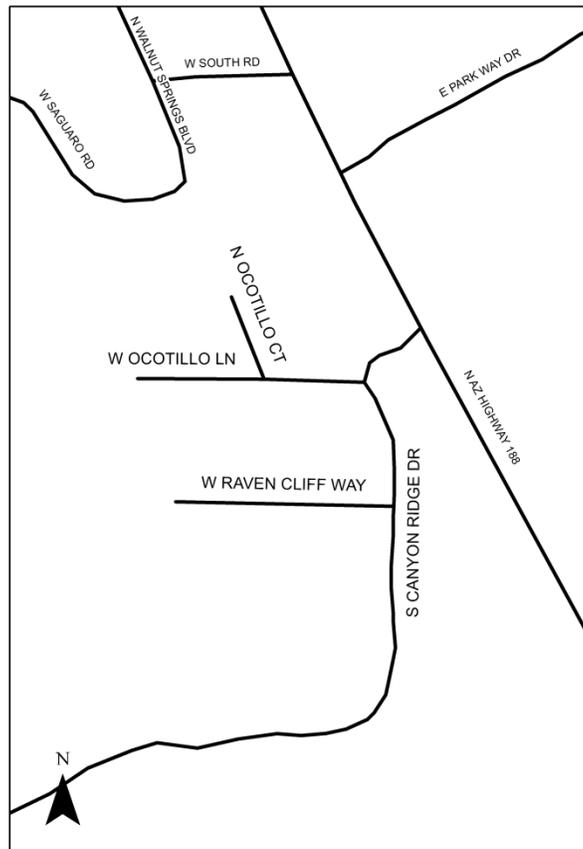
**PUBLIC NOTICE IS HEREBY GIVEN** that the Gila County Board of Supervisors will hold a public hearing for the naming of several unnamed roads in the Tonto Basin area. The roads to be named are:

- S Canyon Ridge Drive**
- N Ocotillo Court**
- W Ocotillo Lane**
- W Raven Cliff Way**

To file an objection to the proposed name, residents must file an alternative petition or objection in writing to the Rural Addressing Department by Wednesday, May 20, 2015.

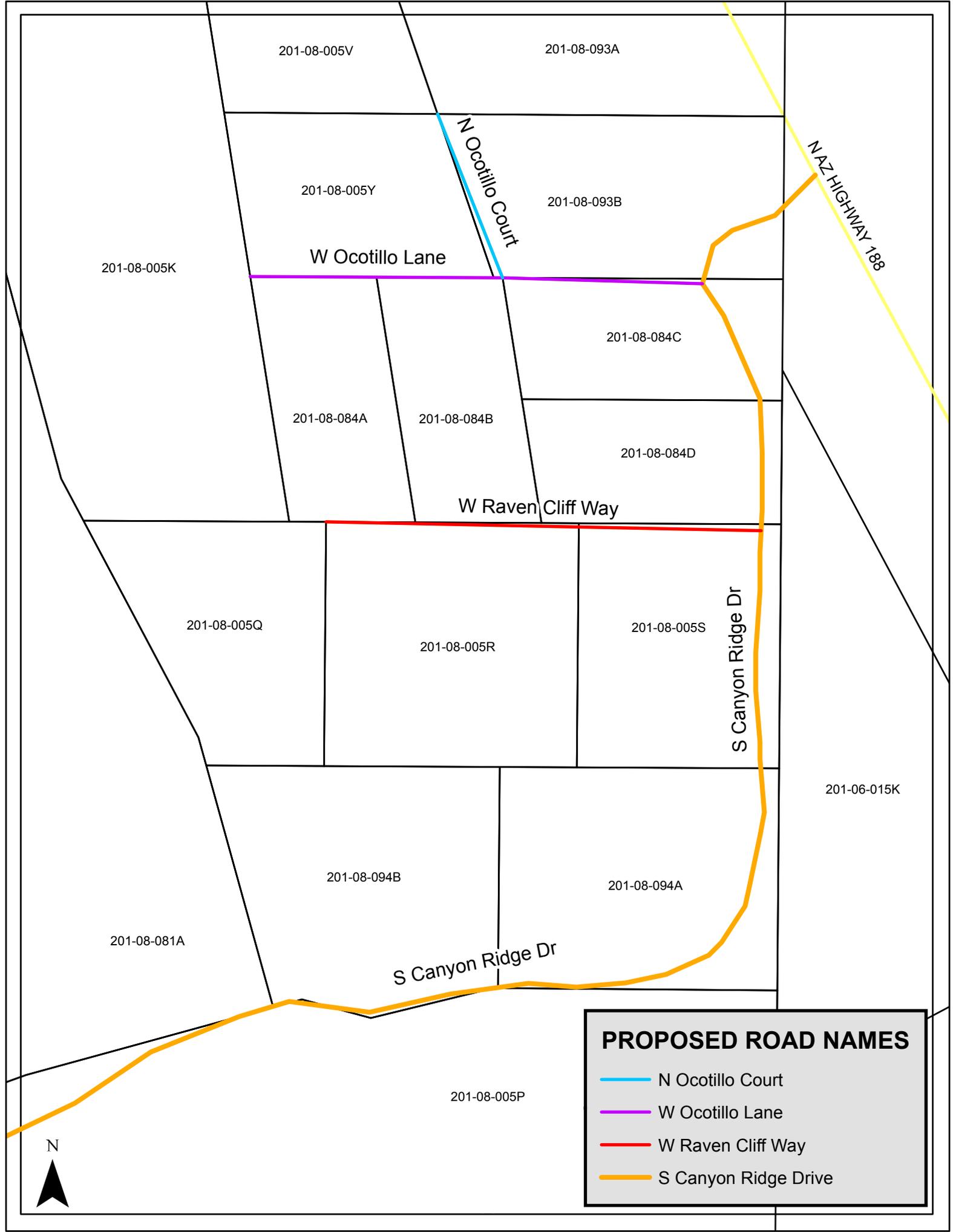
The public hearing on this matter is scheduled for June 9, 2015 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:  
Steven McGill, Rural Addressing Analyst  
745 N Rose Mofford Way  
Globe, AZ 85501



Publication Dates  
May 6, 2015  
May 13, 2015

smcgill@gilacountyaz.gov  
(928) 402-8597



201-08-005V

201-08-093A

201-08-005Y

201-08-093B

201-08-005K

W Ocotillo Lane

N Ocotillo Court

NAZ HIGHWAY 188

201-08-084C

201-08-084A

201-08-084B

201-08-084D

W Raven Cliff Way

201-08-005Q

201-08-005R

201-08-005S

S Canyon Ridge Dr

201-06-015K

201-08-094B

201-08-094A

201-08-081A

S Canyon Ridge Dr

201-08-005P

**PROPOSED ROAD NAMES**

- N Ocotillo Court
- W Ocotillo Lane
- W Raven Cliff Way
- S Canyon Ridge Drive

N



**ARF-3179**

**Regular Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Debora Savage, Treasurer

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

Department: Treasurer's Office

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Information

Request/Subject

3 - Certificates of Removal and Abatement of Tax

Background Information

The Town of Miami won a judgment in the Gila County Superior Court of Arizona. There are three parcels under the ownership name of Miami Trust Company. The Judgment states that these three parcels are to be renamed as the "Town of Miami"; however, the ownership change never occurred on Gila County's records. The three parcels are referred to as Assessor's parcel numbers 206-16-007A, 206-16-007B, and 206-16-007C.

Evaluation

Arizona Revised Statute §42-18351 allows for the abatement of property taxes which are uncollectible. When the Judgment is obeyed, the Town of Miami will be exempt from paying taxes. The parcels were created in 2013, and are delinquent for payment of taxes in 2013 and 2014. The exemption needs to be applied to those two years and the taxes abated as they are uncollectible.

Conclusion

It is in the best interest of Gila County to abate these taxes, and change the ownership to comply with Judgment No. CV201200257.

Recommendation

The Treasurer recommends that the Board of Supervisors approve three Certificates of Removal and Abatement of Tax in order to be in compliance with Judgment No. CV201200257.

Suggested Motion

Information/Discussion/Action to authorize the Treasurer's Office to correct ownership on Assessor's parcel numbers 206-16-007A, 206-16-007B, and 206-16-007C to be in the name of the Town of Miami; apply an exemption to abate the taxes, interest and fees on said parcels in order to be in compliance with Gila County Superior Court Judgment No. CV201200257; and authorize the Chairman's signature on each of the three related Certificate of Removal and Abatement of Tax forms. **(Debi Savage/Terri Powell)**

---

Attachments

3- Certificates of Removal and Abatement of Tax  
Superior Court Judgment No. CV201200257

---

CERTIFICATE OF REMOVAL AND ABATEMENT OF TAX

Certificate Number 0032

A.R.S.: 42-18351

ABATEMENT OF TAX AND REMOVAL OF GILA COUNTY LIEN

TREASURER'S OFFICE )
STATE OF ARIZONA )
COUNTY OF GILA )

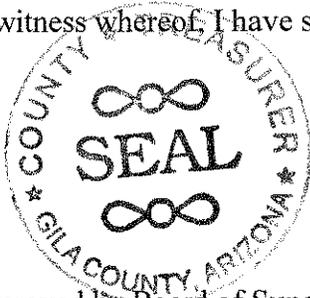
I hereby certify that sufficient evidence has been given according to the A.R.S. 42-18351 for appropriate relief be granted to the Town of Miami, on the following described property: 206-16-007-A

A PARCEL OF LAND DESC AS COMM AT THE POINT OF INTERSECTION OF THENORTH BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD ROW AND THE TOWN BOUNDARY LINE OF THE TOWN OF MIAMI; TH N35D59'W, 122.98'; T H N83D30'26"W, 36.48'; TH NWRLYALG LFT CRV; 7.7' TO THE POB; TH S53D42'W, 323.5'; TH N36D23'E, 14.1'; TH S81D23'E, 7.07';N5324837'E, 314.88'; TH SERLY ALG RGT CRV 14.34' TO POBSEC 30 T1N R15E;= 0.07 AC (OUT OF 206-16-007 & -009)

Evidence or Reason: Default Judgment CV201200257 orders the changing of the name on the parcel to the "Town of Miami 500 W. Sullivan St. Miami, AZ 85539" and giving the parcel an exemption.

Table with 6 columns: Year, Acct No., Taxes, Interest, Fees, Total. Rows for 2013, 2014, and Totals.

In witness whereof, I have set my hand and seal this 13th day of May, 2015.



Signature of Debora Savage, Gila County Treasurer & Tax Collector.

Approved by Board of Supervisors
By:

Chairman, Board of Supervisors
Date:

# Statement of Taxes Due

## GILA COUNTY TREASURER

Account Number R037769  
 Assessed To  
 C/O VAN FRITZ  
 276 N. EL CAMINO REAL SP 264  
 OCEANSIDE CA 92058

Parcel 20616007A  
 MIAMI TRUST COMPANY

**Legal Description**

A PARCEL OF LAND DESC AS COMM AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD ROW AND THE TOWN BOUNDARY LINE OF THE TOWN OF MIAMI, TH N35D59"W, 122.98'; T H N83D30'26"W, 36.48'; TH NWRLYALG LFT CRV, 7.7' TO THE POB; TH S53D42'W, 323.5'; TH N36D23'E, 14.1...  
 Additional

**Situs Address**

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2014	\$10.04	\$0.00	\$0.78	\$0.00	\$0.00	\$10.82
2013	\$9.80	\$0.00	\$2.81	\$25.00	\$0.00	\$37.61
<b>Grand Total Due as of 05/13/2015</b>						<b>\$48.43</b>

Make payment to:  
 Gila County Treasurer P.O. Box 1093 Globe, AZ 85502 (928)402-8702

CERTIFICATE OF REMOVAL AND ABATEMENT OF TAX

Certificate Number 0033

A.R.S.: 42-18351

ABATEMENT OF TAX AND REMOVAL OF GILA COUNTY LIEN

TREASURER'S OFFICE )
STATE OF ARIZONA )
COUNTY OF GILA )

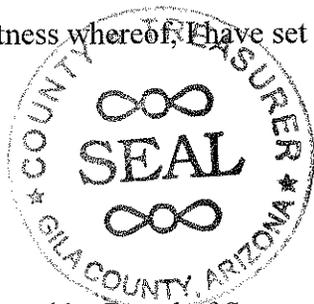
I hereby certify that sufficient evidence has been given according to the A.R.S. 42-18351 for appropriate relief be granted to the Town of Miami, on the following described property: 206-16-007-B

A PARCEL OF LAND DESC AS COMM AT THE POINT OF INTERSECTION OF THENORTH BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD ROW AND THE TOWN BOUNDARY LINE OF THE TOWN OF MIAMI; TH S51D45'W, 270.48'; T H N35D59'W, 155.19'; TH S53D42'W, 85.3'; TH S36D23'E, 155.19'; THN51D45'E, 85.2' TO POB SEC 30 T1N R15E;= 0.31 AC (OUT OF 206-16- 007 & -009)

Evidence or Reason: Default Judgment CV201200257 orders the changing of the name on the parcel to the "Town of Miami 500 W. Sullivan St. Miami, AZ 85539" and giving the parcel an exemption.

Table with 6 columns: Year, Acct No., Taxes, Interest, Fees, Total. Rows for 2013, 2014, and Totals.

In witness whereof, I have set my hand and seal this 13th day of May, 2015.



Handwritten signature of Debora Savage, Debora Savage, Gila County Treasurer & Tax Collector

Approved by Board of Supervisors
By:

Chairman, Board of Supervisors
Date:

# Statement of Taxes Due

## GILA COUNTY TREASURER

Account Number R037770  
 Assessed To  
 C/O VAN FRITZ  
 276 N. EL CAMINO REAL SP 264  
 OCEANSIDE CA 92058

Parcel 20616007B  
 MIAMI TRUST COMPANY

**Legal Description**

A PARCEL OF LAND DESC AS COMM AT THE POINT OF INTERSECTION OF  
 THENORTH BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD  
 ROW AND THE TOWN BOUNDARY LINE OF THE TOWN OF MIAMI; TH  
 S51D45°W, 270.48'; T H N35D59°W, 155.19'; TH S53D42°W, 85.3'; TH S36D23°E,  
 155.19'; THN51D45°E, 85.2' TO POB SEC 30 T1N ... Additional Legal on

**Situs Address**

File

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2014	\$70.90	\$0.00	\$5.70	\$0.00	\$0.00	\$76.60
2013	\$43.42	\$0.00	\$10.75	\$25.00	\$0.00	\$79.17
<b>Grand Total Due as of 05/13/2015</b>						<b>\$155.77</b>

Make payment to:  
 Gila County Treasurer P.O. Box 1093 Globe, AZ 85502 (928)402-8702

CERTIFICATE OF REMOVAL AND ABATEMENT OF TAX

Certificate Number 0034

A.R.S.: 42-18351

ABATEMENT OF TAX AND REMOVAL OF GILA COUNTY LIEN

TREASURER'S OFFICE )
STATE OF ARIZONA )
COUNTY OF GILA )

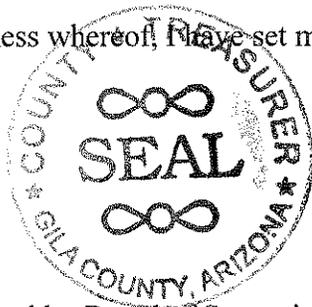
I hereby certify that sufficient evidence has been given according to the A.R.S. 42-18351 for appropriate relief be granted to the Town of Miami, on the following described property: 206-16-007-C

A PARCEL OF LAND DESC AS BEG AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY LINE OF THE SOUTHERN PACIFIC RAILROAD ROW AND THE TOWN BOUNDARY LINE OF THE TOWN OF MIAMI; TH S51D45'W, 115.2'; TH N38D15'W, 155.67'; TH N53D42'E, 100.23'; TH S83D30'26"E, 28.08'; TH S35D59'E, 122.98' TO POBSEC 30 T1N R15E;= 0.42 AC (OUT OF 206-16-007 & -009)

Evidence or Reason: Default Judgment CV201200257 orders the changing of the name on the parcel to the "Town of Miami 500 W. Sullivan St. Miami, AZ 85539" and giving the parcel an exemption.

Table with 6 columns: Year, Acct No., Taxes, Interest, Fees, Total. Rows for 2013, 2014, and Totals.

In witness whereof, I have set my hand and seal this 13th day of May, 2015.



Handwritten signature of Debora Savage, Gila County Treasurer & Tax Collector.

Approved by Board of Supervisors
By:

Chairman, Board of Supervisors
Date:

# Statement of Taxes Due

## GILA COUNTY TREASURER

Account Number R037771  
 Assessed To:  
 C/O VAN FRITZ  
 276 N. EL CAMINO REAL SP 264  
 OCEANSIDE CA 92058

Parcel 20616007C  
 MIAMI TRUST COMPANY

**Legal Description**

**Situs Address**

A PARCEL OF LAND DESC AS BEG AT THE POINT OF INTERSECTION OF THE NORTH BOUNDARY  
 LINE OF THE SOUTHERN PACIFIC RAILROAD ROW AND THE TOWN BOUNDARY LINE OF THE  
 TOWN OF MIAMI, TH S51D45°W, 115.2'; TH N38D15°W, 155.67'; TH N53D42°E, 100.23'; TH S83D30°26'E,  
 28.08'; TH S35D59°E, 122.98' TO POBSEC 30 ... Additional Legal on

Year	Tax	Adjustments	Interest	Fees	Payments	Balance
<b>Tax Charge</b>						
2014	\$96.02	\$0.00	\$7.68	\$0.00	\$0.00	\$103.70
2013	\$58.86	\$0.00	\$14.35	\$25.00	\$0.00	\$103.70
<b>Grand Total Due as of 05/13/2015</b>						<b>\$201.91</b>

Make payment to:  
 Gila County Treasurer P.O. Box 1093 Globe, AZ 85502 (928)402-8702

1 The Law Offices of  
2 CURTIS, GOODWIN, SULLIVAN,  
3 UDALL & SCHWAB, P.L.C.  
4 501 East Thomas Road  
5 Phoenix, Arizona 85012-3205  
6 Telephone (602) 393-1700  
7 firm@cgsuslaw.com  
8 Larry K. Udall (#009873)  
9 ludall@cgsuslaw.com  
10 Phyllis L. N. Smiley (#020606)  
11 psmiley@cgsuslaw.com  
12 Attorneys for the Town of Miami

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF GILA**

10 THE TOWN OF MIAMI, a municipal  
11 corporation,

12 Plaintiff,

13 vs.

14 EDITH SPENCER FRITZ, a single  
15 woman, and ALBERT W. FRITZ, JR, a  
16 single man; MIAMI TRUST  
17 COMPANY, a dissolved Arizona  
18 corporation; CLEVE W. VAN DYKE  
19 and IDA A. VAN DYKE, husband and  
20 wife, believed deceased persons whose  
21 heirs are unknown; CORPORATION  
22 ABC; PARTNERSHIP XYZ; JOHN  
23 DOES 1 – X and JANE DOES I – X,  
24 including heirs of Cleve W. Van Dyke  
25 and Ida A. Van Dyke; husbands and  
wives,

22 Defendants.

CASE NO. CV201200257

DEFAULT JUDGMENT AS TO MIAMI  
TRUST COMPANY, CLEVE W. VAN DYKE  
AND IDA A. VAN DYKE, FICTITIOUS  
DEFENDANTS AND UNKNOWN HEIRS  
OF CLEVE W. VAN DYKE AND IDA A.  
VAN DYKE

AND

SUMMARY JUDGMENT AGAINST EDITH  
SPENCER FRITZ AND ALBERT W. FRITZ,  
JR. FOR QUIETING TITLE TO REAL  
PROPERTY

(Assigned to the Honorable Robert Duber II)

FILED

2014 FEB -7 AM 11:24

ANITA ESCOBEDO, CLERK

Edith  
Udall  
Cummings

1 I. DEFAULT JUDGMENT AS TO MIAMI TRUST COMPANY, CLEVE W. VAN  
2 DYKE AND IDA A. VAN DYKE, FICTITIOUS DEFENDANTS AND UNKNOWN  
3 HEIRS OF CLEVE W. VAN DYKE AND IDA A. VAN DYKE

4 This matter having come before the Court; Plaintiff appearing in person and  
5 represented by counsel at the Default Hearing and Hearing re: Defendants' Objection to Form  
6 of Judgment,

7 THE COURT FINDS AS FOLLOWS:

8 1. Defendants Miami Trust Company, Cleve W. Van Dyke, Ida A. Van  
9 Dyke, Fictitious Defendants and Unknown Heirs of Cleve W. Van Dyke and Ida A. Van Dyke  
10 were properly serve with process and have failed to timely plead, appear or otherwise defend  
11 this action as required by law; and the defaults of these Defendants have been entered  
12 according to law;

13 2. Evidence was presented substantiating Plaintiff's claims of ownership to  
14 the Maintenance Yard Property; no opposing evidence was presented. Therefore, Plaintiff's  
15 ownership claim is valid and substantiated by the evidence and legal theories presented. All  
16 issues of law and fact material to this Judgment are resolved in favor of Plaintiff.

17 3. Accordingly, there being no reason for delay in the entry of this  
18 Judgment,

19 THE COURT ORDERS, ADJUDGES AND DECREES THAT:

20 A. The defaults of Defendants Miami Trust Company, Cleve W. Van Dyke,  
21 Ida A. Van Dyke, Fictitious Defendants and Unknown Heirs of Cleve W. Van Dyke and Ida A.  
22 Van Dyke are hereby ordered and entered.

23 B. Title to the Maintenance Yard Property, as legally described in Exhibit A,  
24 attached hereto and incorporated herein, is hereby quieted to the Town of Miami as to  
25 Defendants Miami Trust Company, Cleve W. Van Dyke, Ida A. Van Dyke, Fictitious  
26 Defendants and Unknown Heirs of Cleve W. Van Dyke and Ida A. Van Dyke.

1 II. SUMMARY JUDGMENT AGAINST EDITH SPENCER FRITZ AND ALBERT W.  
2 FRITZ, JR.

3 This matter came on the Court's non-appearance calendar of September 23,  
4 2013 to consider pending motions. On June 25, 2013, the Court entered an order that: 1)  
5 compelled Edith Spencer Fritz and Albert W. Fritz, Jr. ("Defendants Fritz") to comply with  
6 discovery requests of Plaintiff; and 2) gave notice that failure to comply within 15 days of the  
7 date of the Order would result in the Defendants Fritz' Answer being stricken and would  
8 preclude Defendants Fritz from challenging issues of fact asserted by Plaintiff if a motion for  
9 summary judgment was filed. Defendants Fritz did not comply with the Court's June 25, 2013  
10 order.

11 On August 12, 2013, Defendants Fritz requested reconsideration of the order  
12 which imposed sanctions and they moved to set aside the default. The Motion for  
13 Reconsideration did not indicate a sufficient legal reason for failing to comply with their  
14 obligations. Furthermore, Defendants Fritz were unable to assure that the evidence would ever  
15 be forthcoming. Accordingly, the Motion for Reconsideration was denied on August 26,  
16 2013.

17 Additionally, on August 12, 2013, Defendants Fritz filed an Answer to the  
18 Amended Complaint and asserted that they were doing so because of the entry of default filed  
19 by Plaintiffs. Defendants Fritz' pleading referred to correspondence from Plaintiff at about the  
20 time an Amended Complaint was filed – that correspondence offered to stipulate that no new  
21 Answer was due from Defendants Fritz because the Amended Complaint made only minor  
22 corrections to the legal description. Plaintiff acknowledges the correspondence but points out  
23 that the default was entered as to Defendants other than Defendants Fritz so the matter was  
24 moot as to Defendants Fritz (see Plaintiff's August 28, 2013 Response to Motion to Set Aside  
25 Default).

1 Plaintiff moved to strike Defendants Fritz' Answer to the Amended Complaint  
2 on the grounds that to permit it would effectively vacate the June 25, 2013 order for sanctions.

3 Based upon the reasons cited above, the Court signed the order striking  
4 Defendants Fritz' Answer to the Amended Complaint.

5 Plaintiff's Motion for Summary Judgment was submitted on August 16, 2013  
6 against Edith Spencer Fritz and Albert W. Fritz, Jr. for: 1) quieting title to the Maintenance  
7 Yard Property legally described in Exhibit A hereto which includes the Fritz Claim Property  
8 legally described in Exhibit B hereto, in the name of the Town of Miami ("Miami") on the  
9 legal theory that there had been a common law dedication of a public parcel; 2) quieting title to  
10 the Maintenance Yard Property, including the Fritz Claim Property, to the Town of Miami by  
11 promissory estoppel/detrimental reliance on an oral promise; and 3) quieting title to the  
12 Maintenance Yard Property, including the Fritz Claim Property, based on Defendants Fritz'  
13 failure to produce any evidence for claiming a superior interest in said Property. Plaintiff also  
14 complied with the provisions of A. R. S. §12-1101 *et seq.*, with respect to the Fritz Claim  
15 Property. A.R.S. § 12-1103 permits the award of costs and permits an award of attorney's fees  
16 when proper demand has been made and a quit claim deed has been tendered for execution,  
17 and not returned executed. Plaintiff specifically complied with A.R.S. § 12-1103 by sending  
18 a request to Defendants Fritz along with quit claim deeds for the Fritz Claim Property and a  
19 check for \$5.00 made payable to each of the Defendants Fritz. Defendants Fritz refused to  
20 execute the quit claim deed thus prompting this quiet title lawsuit.

21 Defendants Fritz did not respond to Plaintiff's Motion for Summary  
22 Judgment. Therefore, the Court granted Plaintiff's Motion for Summary Judgment. Plaintiff  
23 requested attorney's fees pursuant to A.R.S. § 12-1103. Plaintiff has submitted its Verified  
24 Statement of Costs, Affidavit of Attorney's fees, accompanied by Plaintiff's billing statements,  
25 which the Court finds to be reasonable and customary.

1 Defendants Fritz did not object to the reasonableness of the expended time or the  
2 amount of attorneys' fees, but did object to the propriety of the legal fees due to the legal  
3 description in this lawsuit being for the Maintenance Yard Property, which included property  
4 that was not included in the Fritz Claim Property. Upon clarification that the Maintenance  
5 Yard Property includes the Gas Plant Property for which the Town has a valid recorded deed  
6 from Arizona Public Service Company ("APS") and the Fritz Claim Property for which this  
7 Court was asked to quiet title in favor of Plaintiff and as to Defendants Fritz, Defendants Fritz  
8 agreed to the applicability of the attorneys' fees provisions of A.R.S. § 12-1103.

9 WHEREFORE, THIS COURT HEREBY FINDS that:

10 1) there was a common law dedication of the Maintenance Yard Property, which  
11 Plaintiff alleged was a public parcel, and Plaintiff is entitled to have title quieted  
12 in its name for said Property;

13 2) Plaintiff is entitled to have title in the Maintenance Yard Property quieted in  
14 its name by promissory estoppel and detrimental reliance on the oral promise  
15 given by the owner in 1922;

16 3) no party has demonstrated an interest in the Maintenance Yard Property  
17 superior to Plaintiff's interest;

18 4) By virtue of a recorded deed as to the Gas Plant Property and this Court's  
19 quieting of title in the Town of Miami as to the Fritz Claim Property, Defendants  
20 Edith Spencer Fritz and Albert W. Fritz, Jr. have no legitimate, verifiable interest  
21 in any portion of the Maintenance Yard Property, legally described as Amended  
22 Exhibit A to the Amended Verified Complaint and attached as Exhibit A hereto  
23 and incorporated herein by this reference;

24 5) Pursuant to Rule 54(b), *Arizona Rules of Civil Procedure*, this summary  
25 judgment adjudicates the rights of Edith Spencer Fritz and Albert W. Fritz, Jr.

1 and all the claims to ownership or other real property interest they may have had  
2 in the Fritz Claim Property, and; there being no just reason for delay for the entry  
3 of summary judgment against Edith Spencer Fritz and Albert W. Fritz, Jr. jointly  
4 and severally; and

5 6) Defendants Fritz are responsible for all of the attorneys' fees in this litigation  
6 pursuant to A.R.S. § 12-1103 because had they executed the quit claim deeds for  
7 the Fritz Claim Property as requested by Plaintiff, the ensuing litigation would  
8 not have occurred.

9 THIS COURT HEREBY ORDERS, ADJUDGES AND DECREES AS  
10 FOLLOWS:

11 1) Title in the Maintenance Yard Property, as described in Exhibit A, is  
12 quieted in the name of the Town of Miami, Arizona, and ownership of the  
13 Maintenance Yard Property is vested by this Judgment in the Town of Miami,  
14 Arizona, as follows:

15 a. Title in the Gas Plant Property legally described in Exhibit C is  
16 quieted by deed from APS to the Town of Miami, Arizona, Gila County Docket  
17 316, Page 369.

18 b. Title in the Fritz Claim Property is quieted in the name of the  
19 Town of Miami, Arizona, against Defendants Edith Spencer Fritz and Albert W.  
20 Fritz, Jr. and all other parties, named and unnamed in this lawsuit;

21 2) The Town of Miami's fee simple interest and estate is hereby established and  
22 Defendants Edith Spencer Fritz and Albert W. Fritz, Jr. are barred and forever  
23 estopped from having or claiming any right or title to the Fritz Claim Property  
24 adverse to the Town of Miami, Arizona; and  
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3) Miami is awarded its reasonable attorneys' fees and costs based on its Affidavit for Attorney's Fees and costs in the amount of \$22,876.00 against Edith Spencer Fritz and Albert W. Fritz, Jr., jointly and severally, the principal of said amount to accrue interest at the rate of 4.5 % per annum until satisfied in full.

III. JUDGMENT DEED

Pursuant to the foregoing Default Judgment and Summary Judgment, the Court hereby finds that the interests of all parties, named and unnamed, have been fully adjudicated and extinguished,

THIS COURT HEREBY ORDERS, ADJUDGES AND DECREES that the recording of this Default Judgment and Summary Judgment shall constitute a recorded deed setting forth the Town of Miami's fee simple interest in the Maintenance Yard Property, legally described in Exhibit A, as and against all persons.

DATED February 6, 2014

  
\_\_\_\_\_  
Judge Robert Duber II

EXHIBIT A

LEGAL DESCRIPTION OF  
TOWN OF MIAMI  
MAINTENANCE YARD

AMENDED EXHIBIT A

THE SURFACE AND THE GROUND TO A DEPTH OF 40.00 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING PARCEL OF LAND:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP, 1 NORTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD WITH THE NORTHEASTERLY RIGHT OF WAY OF LATHAM BOULEVARD;

SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;

THENCE N. 36° 23' W. ALONG THE RIGHT OF WAY LINE OF LATHAM BOULEVARD A DISTANCE OF 318.41 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 60;

THENCE EASTERLY ALONG SAID RIGHT OF WAY OF U.S. HIGHWAY 60 ON A CURVE WITH A RADIUS OF 512.96 FEET A DISTANCE OF 428.57 FEET, MORE OR LESS, TO THE NORTHEASTERLY INTERSECTION OF THE MIAMI TOWN LIMITS;

THENCE S. 35° 59' E. ALONG THE MIAMI TOWN LIMITS LINE, A DISTANCE OF 122.98 FEET, MORE OR LESS, TO AN INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

THENCE S. 51° 45' W. ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, A DISTANCE OF 372.45 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM, THAT PORTION DESCRIBED IN THAT DEED TO THEODORE CLYDE HOFFMAN, RECORDED SEPTEMBER 15<sup>TH</sup>, 1998 AS FEE NO. 98-014469 OF OFFICIAL RECORDS OF GILA COUNTY, ARIZONA.

ALSO EXCEPTING THEREFROM ALL MINERALS

# EXHIBIT B

FRITZ CLAIM

206-16-007-5

PT SW NE SEC30 1N 15E BEG AT PNT S 36DEG 23MIN E 124' FROM ELY COR  
LATHAM BLVD & HWY R/W TH S 81DEG 23MIN E 7' TH N 53DEG 37MIN E 314' TO  
HWY R/W TH ELY ALNG R/W TO PNTN 35DEG 59MIN W 122.98' FROM RR R/W TH S  
35DEG 59MIN E 122.98' TO RR R/W

# EXHIBIT C

## Gas Plant

The surface and the ground to a depth of forty (40) feet immediately beneath the surface of that certain piece or parcel of land, situate, lying and being in the Southwest quarter (SW1/4) of the Northeast quarter (NE1/4) of Section Thirty (30), Township one (1) North, Range Fifteen (15) East, Gila and Salt River Base and Meridian, in Gila County, State of Arizona, bounded and described as follows, to wit:

BEGINNING at a point on the North boundary line of the Southern Pacific Railroad right of way through the Town of Miami, Gila County, State of Arizona, from which point the intersection of said boundary line with the Northeast and line of Venus mining claim and which line is established as the town boundary line of said Town of Miami bears North  $51^{\circ} 45'$  East a distance of 135 feet; running thence South  $51^{\circ} 45'$  West along said right-of-way line 135.45 feet; thence North  $36^{\circ} 18'$  West a distance of 155.19 feet; thence North  $51^{\circ} 45'$  West a distance of 6 feet, and thence South  $38^{\circ} 15'$  East a distance of 60 feet to the place of beginning.

**RECEIVED**

FEB. 11 2014

CURTIS, GOODWIN, SULLIVAN,  
UDALL, & SCHWAB, PLC

NOTE FILE NO. 1904-9-2  
XEROX ALL PLEADINGS   
COPIES TO MAC KS  
MAW

STAMPED \_\_\_\_\_ DATE \_\_\_\_\_  
ROUTED TO MAC KS PS MAW  
DO NOT FILE UNTIL \_\_\_\_\_  
ALL ITEMS CHECKED \_\_\_\_\_  
AND INITIALED MAW

**ARF-3187**

**Regular Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2015-2016      Budgeted?: Yes

Contract Dates July 1, 2015 to      Grant?: No

Begin & End: June 30, 2016

Matching No      Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Request for Approval of Various Attorney Contracts for the Superior Court.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services.

At the June 24, 2014, Board of Supervisors' meeting, the Board approved the contracts (attached) for all of the attorneys with the exception of Emily Danies and Raymond Geiser. Raymond Geiser's contract was awarded on July 15, 2014, at such time when it was presented to the Board; Emily Danies contract was awarded on September 16, 2014, at such time when it was presented to the Board.

Evaluation

The Professional Services Contracts for various attorneys utilized annually by the Superior Court in Gila County will expire on June 30, 2015. New contracts have been issued, with a contract term commencing on July 1, 2015, and expiring on June 30, 2016, with the option to renew for two additional one-year periods.

Conclusion

Court staff wishes to execute new contracts with the attorneys utilized by the Superior Court of Gila County to replace the contracts that will expire on June 30, 2015.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends the Board of Supervisors' approval of the attached Professional Services Contracts with the various attorneys, which the Court utilizes on an annual basis.

Suggested Motion

Information/Discussion/Action to approve Professional Services Contracts to retain the services of attorneys for the period of July 1, 2015, through June 30, 2016; all of whom assist the Superior Court in Gila County as public defenders on an annual basis. **(Jeff Hessenius and Jonathan Bearup)**

---

Attachments

Professional Services Contract No. 041415-1-Michael Freeman

Professional Services Contract No. 041515-5-Fountain Hills Law Firm

Professional Services Contract No. 041515-3-Myers and Associates

Professional Services Contract No. 041515-8-Emily Danies

Professional Services Contract No. 050715-Carolyn Clark

Professional Services Contract No. 041515-6-Jonathan Warshaw

Professional Services Contract No. 050615-David Bell

Professional Services Contract No. 040815-Raymond Geiser

Professional Services Contract No. 041515-1-Canizales Law, PLLC

Professional Services Contract No. 041015-Anna Ortiz

Professional Services Contract No. 041515-Michael Bernays

Legal Explanation

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Tommie C. Martin, District I  
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## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041415-1 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **MICHAEL L. FREEMAN** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **MICHAEL L. FREEMAN** and the **SUPERIOR COURT OF GILA COUNTY**, that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Criminal Defense Compensation:** The attorney agrees to provide legal services for the sum of **SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FORTY-EIGHT DOLLARS (\$77,448.00) PER YEAR**, payable at the rate of **SIX THOUSAND, FOUR HUNDRED AND FIFTY-FOUR DOLLARS (\$6,454.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

A. **Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

**D. Criminal Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

**E. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**F. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.
- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

#### **H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

#### **I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### **J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-1**

**APPROVED:**

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

Michael L Freeman  
Michael L. Freeman, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I  
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## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041515-5 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, FOUNTAIN HILLS LAW FIRM** of the City of Fountain Hills, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

A. **Period Covered:** It is understood between the undersigned attorney, **FOUNTAIN HILLS LAW FIRM** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 to JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

D. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

A. **Compensation:** The Attorney agrees to provide legal services for the sum of **NINETEEN THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$19,848.00) PER YEAR**, payable at the rate of **ONE THOUSAND, SIX HUNDRED AND FIFTY-FOUR DOLLARS (\$1654.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

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#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Misdemeanor cases in the Payson Justice Court**, and will be subject to appointments, due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area, which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

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**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

### **A. Motions and Orders:**

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
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- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

**J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5**

APPROVED:

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

  
\_\_\_\_\_  
FOUNTAIN HILLS LAW FIRM, Attorney

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

**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 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## **GILA COUNTY**

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### **PROFESSIONAL SERVICES CONTRACT NO. 041515-3 LEGAL SERVICES**

#### **I. GENERAL STATEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, MYERS AND ASSOCIATES, PLLC.** of the City of Scottsdale, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

**A. Period Covered:** It is understood between the undersigned attorney, **MYERS AND ASSOCIATES, PLLC.** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016.**

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FIFTY-ONE THOUSAND (\$51,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

**A. Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

**B. Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

**C. Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

**D. Special Actions and Appeals:** Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

**D. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**E. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

**F. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

**VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

**A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

**B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Mediation/Settlement Conferences:**

- 1) **Personal Appearance:** The Attorney and the client must be personally present.
- 2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**F. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**G. Motions to Continue:**

- 1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.
- 2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.
- 3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

**H. Motions and Orders to Transport:**

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. **Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-3**

APPROVED:

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

  
\_\_\_\_\_  
Myers and Associates, PLLC. Attorney

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

**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  
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**John D. Marcanti, District III**  
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(928) 425-3231 Ext. 8753



**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**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)

### **PROFESSIONAL SERVICES CONTRACT NO. 041515-8 LEGAL SERVICES**

#### **I. GENERAL STATEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, and **EMILY DANIES, ATTORNEY AT LAW, LLC** of the City of Tucson, County of Pima, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner, and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment, as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$100,000 per occurrence and \$300,000 aggregate. Attorney shall provide a Certificate of Insurance naming Gila County as the Certificate Holder and Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

**A. Period Covered:** It is understood between the undersigned attorney, **EMILY DANIES** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Representation Compensation:** The attorney agrees to provide legal services for the sum of **SEVENTY-EIGHT THOUSAND, NINE HUNDRED SIXTEEN DOLLARS, AND NINETY TWO CENTS (\$78,916.92) PER YEAR**, payable at the rate of **SIX THOUSAND, FIVE HUNDRED AND SEVENTY SIX DOLLARS AND FORTY ONE CENTS (\$6,576.41) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice will be issued within fifteen (15) days from the date the Gila County Finance Department receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

**A. Contract Category:** The attorney will be assigned Rule 32 Post Conviction Relief cases, cases on appeal, and other appellate work as required.

**B. Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings**, and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with his/her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

##### **C. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or

he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**D. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**D. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

**E. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**F. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-8**

**APPROVED:**

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

  
\_\_\_\_\_  
Emily Danies, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

**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 Ext.8761

**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)

**PROFESSIONAL SERVICE CONTRACT NO. 050715  
MEDIATION SERVICES**

**I. General Statement**

Professional Services Contract No. 050715 is between the **Superior Court in Gila County**, hereinafter called the Court, and **Carolyn Clark of Flores & Clark, LLC**, hereinafter called the provider, for provision of Conciliation Court Mediation services from **July 1, 2015, to June 30, 2016**. The provider has a professional duty to the Court to comply with Supreme Court requirements per Arizona Code of Judicial Conduct. The provider must also provide conciliation for Superior Court, mediation for Superior Court, and mediation for Gila county Justice Courts.

By signing this contract, the provider agrees to maintain the credentials necessary to practice Mediation/Conciliation/Facilitation/Parenting Education Classes, in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The provider has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, and attend meetings with the Court throughout the term of this contract.

The provider, in the event of conflict, is obligated to identify, arrange, and provide a qualified, substitute mediator approved by the Court.

## II. Terms of Agreement

- A. **Period Covered:** It is understood between the undersigned provider, **Carolyn Clark of Flores & Clark, LLC**, and the **Superior Court of Gila County**, that the provider will provide mediation services from **July 1, 2015, to June 30, 2016**. The provider is expected to complete any assignments made during this time.
- B. The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.
- C. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause.

## III. Compensation, Costs, and Billing Procedures

**Compensation:** The provider agrees to provide mediation services pursuant to this agreement for the sum of **SEVEN THOUSAND, FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$7425.00) PER MONTH**, for a total of **EIGHTY NINE THOUSAND, ONE HUNDRED DOLLARS (\$89,100.00) PER YEAR**, subject to the terms of this contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. If the provider is not able to provide services for the full-term of the contract, compensation will be pro-rated based on the portion of the year the contract was in effect.

## IV. Specific Duties of the Provider

- A. **Parent Education Program:** This program shall be a minimum of two hours and a maximum of six hours. The program length shall be adequate to cover the program material. To the extent that the provider has the resources, the program shall be available at flexible times, including evenings and weekends, and be offered in the early domestic relations litigation process.
  - 1. All programs shall include, but not limited to, information which relates to the impact of divorce or separation, family restructuring, and judicial proceedings on the children involved.
  - 2. Parent Education programs may be presented by audio visual media approved for educational use by the Administrative Office of the Courts (AOC).
  - 3. Provider should employ reasonable efforts to provide a comfortable and safe environment for participants attending the program. The Court and County have rooms reserved for this purpose if the provider wishes to use them.
  - 4. Provider shall demonstrate proof of continuing professional public liability insurance in an amount approved by the Court and shall submit a Certificate of Insurance, naming Gila County and the Superior Court as the Certificate Holders as well as additional insureds.
  - 5. Provider and program facilities shall comply with the American Disabilities Act to enable persons with disabilities to participate in the program.
  - 6. Provider shall provide a certificate of completion to each participant. The certificate of completion shall be in a form acceptable to the Court, and, at a minimum, shall

include the court case number, the date of attendance, the participant's name, and the name, address, and telephone number of the provider.

7. Participants who are adverse parties in the same court case shall attend different classes unless participants request attendance in the same class. Any such request will be made in writing, signed by both parties, and both signatures notarized.
8. Provider and presenters shall not solicit participation for other services.
9. Provider must provide at least two programs per month in Globe and two programs per month in Payson as needed.
10. Administration of the program will include the following:
  - a. Schedule of programs.
  - b. Registration of parents for programs.
  - c. Preparation of class materials, handouts, and certificates.
  - d. Preparation of the provider's portion of the annual report to the Arizona Supreme Court.
  - e. Function as liaison between the Arizona Supreme Court Parent Education Specialist and the Arizona Supreme Court.
11. Presenter Qualifications: At least one presenter involved in conducting each program shall have a graduate degree in child development, family life education, marriage and family therapy, psychology, social work, counseling or a closely related field, from an accredited college or university. Any other presenters, if used, shall have a minimum of a bachelor's degree with a major in a closely related field. All presenters shall have experience working in the areas of domestic relations, family restructuring, child welfare, family dynamics and training in domestic violence issues.
12. Presenters shall take into account the lingual and/or cultural needs of the students.

**B. Conciliation and/or Mediation Services for Superior Court and/or Mediation Services for Justice Courts:**

1. Conciliation services can include up to three conferences per case with the parties when a Petition for Conciliation has been filed pursuant to A.R.S. 25-381.01 et seq.
2. Mediation includes provision of services regarding dissolutions/legal separations with minor children; paternities when the father requests custody or access; cases specifically referred by the Court; and upon petition by a parent and ordered by the Court.
3. Grandparent's rights cases ordered by the Court.
4. Cases ordered by either the Globe Regional Justice Court or the Payson Regional Justice Court.
5. Provider must also administer conciliation and mediation services including:
  - a. Scheduling of meetings, including preparation of documents for the Court file and notification to parties.
  - b. Preparation of monthly and annual statistical reporting to the Courts indicating, at a minimum, the number of cases referred, number of sessions held, and percentage of cases in which an agreement was reached.

- c. Meet with the Presiding Judge, Justice(s) of the Peace, and others as necessary to coordinate provision of services.
- d. Preparation of correspondence and written agreements.
- e. Secretarial work for all areas covered by the contract.

**C. Facilitation and/or Mediation in Dependency Cases:**

1. Provider shall be available to provide facilitation for Pre-Hearing Conferences in new dependency cases at least once a week in Globe and once a week in Payson. Sometimes multiple Pre-Hearing Conferences will be held on the same day.
2. Facilitation involves assisting the parties, their attorneys, and any interested parties reach an agreement in the areas of placement of the child, visitation between the parents and child, and services provided, all while considering the best interest of the child.
3. Provider must provide services of mediation when adjudication of dependency is contested and prior to the development of a permanency plan.
4. Provider shall prepare written agreements and present them to the Court.

**D. Billing Procedures for Services Provided for Indigents:**

1. Submission and Payment: The provider shall submit a monthly invoice for each month's services. Payment is to be made after the month's service has been completed.
2. Statistical Report: The Court requires the provider to prepare a statistical report summarizing mediation services each month. Invoices are to be submitted only after the previous month's statistical report has been completed and attached to the invoice.
3. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's activity.

Procedural matters covered by this agreement may be modified during the term of this contract as necessary. The provider will be notified of procedural changes, if they occur.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050715**

APPROVED:

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

  
\_\_\_\_\_  
Carolyn Clark of Flores & Clark, LLC,  
Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

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**Don E. McDaniel Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Jeff Hessenius, Finance Director**  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041515-6 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICE OF JONATHAN WARSHAW** of the City of Gilbert, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **JONATHAN WARSHAW** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

A. **Compensation:** The Attorney agrees to provide legal services for the sum of **EIGHTY THREE THOUSAND, SEVEN HUNDRED AND FIFTY-SEVEN DOLLARS (\$83,757.00) PER YEAR**, payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$6,979.75) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoices, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 2 - 6 Felony cases, mainly drug cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

**D. Criminal Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

**E. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**F. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.
- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

**J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a “No Show”.

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

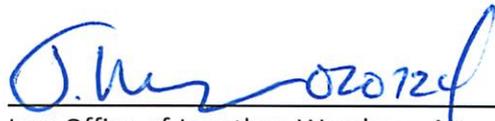
3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-6**

APPROVED:

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

  
\_\_\_\_\_  
Law Office of Jonathan Warshaw, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

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  
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(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 050615 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **DAVID W. BELL** of the City of Mesa, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **DAVID BELL** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

A. **Indigent Delinquency Compensation:** The attorney agrees to provide legal services for the sum of **THIRTY SEVEN THOUSAND, FOUR HUNDRED AND SIXTY FOUR DOLLARS (\$37,464.00) PER YEAR**, payable at the rate of **THREE THOUSAND ONE HUNDRED AND TWENTY-TWO DOLLARS (\$3,122.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be

submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

**A. Contract Category:** To the extent practicable, the attorney will be primarily assigned **Juvenile Delinquency cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

**B. Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

**C. Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

**D. Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

**D. Criminal Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

**E. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**F. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

### **C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

#### **H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

#### **I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### **J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615**

APPROVED:

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

  
\_\_\_\_\_  
David W. Bell, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
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Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext.8761

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)

### PROFESSIONAL SERVICES CONTRACT NO. 040815 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **RAYMOND GEISER** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$500,000 per occurrence and \$1,000,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

**A. Period Covered:** It is understood between the undersigned attorney, **RAYMOND GEISER** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 to JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Criminal Defense Compensation:** The attorney agrees to provide legal services for the sum of **ONE HUNDRED TEN THOUSAND, SIX HUNDRED AND FORTY THREE DOLLARS (\$110,643.00) PER YEAR**, payable at the rate of **NINE THOUSAND, TWO HUNDRED AND TWENTY DOLLARS AND TWENTY FIVE CENTS (\$9,220.25) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

**B. Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. The scope of services outlined above will be performed on a budget of **THIRTY THOUSAND DOLLARS (\$30,000) PER YEAR**, not to be exceeded without written authorization pursuant to a mutually agreed upon fee

#### **C. Court Payment of Costs and Expenses:**

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **D. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report

has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

**A. Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 2-6 Felony cases, Juvenile Delinquency cases as needed, Globe Regional Justice Court Misdemeanor / Felony cases**, and will further be subject to appointments in other contract categories, including but not limited to Dependency and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

**B. Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

**C. Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

**D. Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. **Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. **Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

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E. **Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. **Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

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4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

### **A. Motions and Orders:**

- 1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.
- 2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.
- 3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.
- 4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.
- 5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.
- 6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.
- 7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

#### H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

#### I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 040815

APPROVED:

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

  
\_\_\_\_\_  
Raymond Geiser, Attorney

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan B. Chambers, Chief Deputy Attorney Principal  
For Bradley D Beauchamp, County Attorney

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

Tommy 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 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041515-1 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, CANIZALES LAW, PLLC** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

**A. Period Covered:** It is understood between the undersigned attorney, **CANIZALES LAW, PLLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FORTY ONE THOUSAND (\$41,000.00) DOLLARS** for the period of the contract without advance written authorization.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

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**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

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1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

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3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

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3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-1**

APPROVED:

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

  
\_\_\_\_\_  
CANIZALES LAW, PLLC, Attorney

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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
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Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director  
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FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT 041015

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, **ANNA C. ORTIZ** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court and to his/her clients, in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case to the extent possible.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$250,000 per occurrence and \$500,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## **II. TERM OF AGREEMENT**

**A. Period Covered:** It is understood between the undersigned attorney, **ANNA C. ORTIZ** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Indigent Criminal Defense Compensation:** The attorney agrees to provide legal services for the sum of **ONE HUNDRED THOUSAND, FIVE HUNDRED DOLLARS (\$100,500.00) PER YEAR**, payable at the rate of **EIGHT THOUSAND, THREE HUNDRED AND SEVENTY FIVE DOLLARS (\$8,375.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

**B. Health Insurance:** Attorney will receive employee health and dental insurance benefits during the term of this Professional Services Contract No. 041015, as though she were an employee of Gila County. Notwithstanding this provision, Attorney is not an employee of Gila County.

#### **D. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for travel exceeding one hundred (100) miles outside of the Globe and/or Payson municipalities for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

#### **E. Billing Procedures for Legal Services Provided for Indigents:**

1) **Submission and payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form

and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10<sup>th</sup> of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

#### **V. SPECIFIC DUTIES OF COUNSEL**

##### **A. Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

**B. Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

**C. Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

**D. Criminal Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

**E. Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

**F. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client.

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case or, as required by the professional standards of the Arizona State Bar.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

### **B. Facsimile:**

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery, by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

#### **H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

#### **I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### **J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041015**

**APPROVED:**

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

  
\_\_\_\_\_  
Anna C. Ortiz, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge

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 Ext. 8761

Jeff Hessenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

### PROFESSIONAL SERVICES CONTRACT NO. 041515 LEGAL SERVICES

#### I. GENERAL STATEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, MICHAEL B. BERNAYS** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$100,000 per occurrence and \$300,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

## II. TERM OF AGREEMENT

**A. Period Covered:** It is understood between the undersigned attorney, **MICHAEL B. BERNAYS**, and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

**B. Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

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

**D. Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved 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."

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

**A. Compensation:** The Attorney agrees to provide legal services for the sum of **NINETY-TWO THOUSAND, AND SEVENTY-SIX DOLLARS (\$92,076.00) PER YEAR**, payable at the rate of **SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-THREE DOLLARS (\$7,673.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

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1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

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4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

**G. Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

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1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

**C. Pre-Trial Conference:**

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

**D. Special Management/Settlement Conferences:**

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

**F. Delinquency Cases:** All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

**G. Dependency Cases:** Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

**H. Motions to Continue:**

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

**I. Motions and Orders to Transport:**

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

**J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a “No Show”.

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

**K. Interpreters:**

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515**

**APPROVED:**

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

  
\_\_\_\_\_  
Michael B. Bernays, Attorney

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Peter J. Cahill, Presiding Judge



*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-3167**

**Regular Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

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 06-15-15 to      Grant?: No

Begin & End: 06-14-16

Matching No      Fund?: Renewal

Requirement?:

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Information

Request/Subject

Contract Award for Request for Proposal No. 032615-Food & Laundry Service for Gila County Detention Center.

Background Information

Gila County contracts out for food and laundry services for the Detention facilities. The contract provides for meal preparation services for the Gila County Detention Center in Globe, the Gila County Detention Center Substation in Payson, the Gila County Juvenile Detention Center in Globe, and the Women's Jail Dormitory in Globe. Laundry services are provided at the Globe Detention Center location only. The existing contract for these services will expire on June 15, 2015.

At the April 21, 2015, Board of Supervisors' meeting, the Board approved a Request to Advertise for Request for Proposal (RFP) No. 032615 for Food and Laundry services for the Gila County Detention Center. The RFP was advertised in the April 29, 2015, and May 6, 2015, editions of the Arizona Silver Belt newspaper.

Evaluation

RFP No. 032615 was advertised in the Arizona Silver Belt newspaper on April 29, 2015, and May 06, 2015, with a bid due date of May 18, 2015. In addition to advertising in the newspaper, the RFP was emailed to five vendors. A mandatory pre-bid walk-through was held on May 11, 2015. Two vendors attended the walk-through. Addendum No. 1 was issued, *prior* to the mandatory walk-through, in response to questions asked by potential bidders once the RFP had been emailed out to them. Amendment No. 2 was issued *after* the walk-through in response to vendor questions that arose during the walk-through. Amendment No. 2 was issued only to the vendors that had attended the mandatory walk-through. Sealed proposals were received from the two vendors that attended the walk-through.

Bids were opened in a public setting on Monday, May 18, 2015 at 11:00 A.M./M.S.T, pursuant to A.R.S. § 41.2533 Competitive Sealed bidding.

### Conclusion

It is the goal of the Finance Director and the Sheriff's Office to award a contract for the provision of the required services to the lowest, most responsible and qualified bidder.

### Recommendation

Staff recommends that the Board of Supervisors award a contract for the scope of work outlined in RFP No. 032615 for Food and Laundry Service for the Gila County Detention Center, to the lowest, most responsive, responsible and qualified bidder, which is Trinity Services Group.

### Suggested Motion

Information/Discussion/Action to review the proposals received for Request for Proposals No. 032615 to provide food and laundry services at the Gila County Detention Center; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Jeff Hessenius and Justin Solberg)**

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### Attachments

Request for Proposals No. 032615-Food and Laundry Services

Addendum 1

Addendum 2

RFP Planholder List

Walk Through Sign In Sheet

Bid Opening Sign in Sheet

Bid Tab Spreadsheet

Contract No. 032615-Trinity Services Group

Aramark Bid-Volume 1

Aramark Bid-Volume 2

Evaluation Results

Legal Explanation

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**BID CALL 032615  
REQUEST FOR PROPOSALS**

**FOOD AND LAUNDRY SERVICE  
FOR  
GILA COUNTY DETENTION CENTER**

**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 SEALED PROPOSALS**  
**BID NO.: 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

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Notice is hereby given that Gila County is requesting proposals from qualified Correctional Food Service Providers to provide Food, In-house Laundry Service, and Materials for the Gila County Detention Center located in Globe, Arizona.

**SUBMITTAL DUE DATE:** 11:00 AM, Local AZ Time, Monday, May 18, 2015

**RETURN PROPOSAL TO:** GILA COUNTY FINANCE DEPARTMENT  
 GUERRERO COMPLEX  
 1400 EAST ASH STREET  
 GLOBE, ARIZONA 85501

**MANDATORY WALK THROUGH:** 9:00 AM, Monday, May 11, 2015, 1100 South St., Globe, AZ

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

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

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

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591.

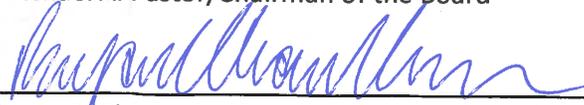
Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Jeannie Sgroi, Contracts Administrator, PH 928-402-8612

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

Arizona Silver Belt advertisement dates: **April 29 and May 6, 2015**

Signed:   
 Michael A. Pastor/Chairman of the Board

Date: 4-21-15

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

Date: 4-21-15

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**SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Correctional Food and Laundry Service Provider to provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center located in Globe, Arizona. Food services will also be provided for the Gila County Detention Substation in Payson, Arizona and the Gila County Juvenile Detention Center in Globe, Arizona.

**FOOD SERVICE REQUIREMENTS**

All meals shall be prepared at the Gila County Globe Detention Center at 1100 South St, Globe, Arizona. Meals for the Payson Detention Substation at 108 Main Street, Payson, shall be premade hot, frozen and transported by County staff to the Payson location. Meals for the Globe Juvenile Detention Center at 1425 South St, Globe, shall be made hot and delivered by County staff to the Juvenile facility.

**Meal Service and Materials**

1. **Meals Served:** Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.
  - A. Meals shall meet the following standards and guidelines:
    - a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912-Food Service System.
    - b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board.
    - c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC).
    - d) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions.
    - e) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators.
  - B. A registered dietician directly employed by the Firm must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by Firm. Dietician must provide certification applicable to the State of Arizona.
  - C. A nutritional analysis of each menu based on the standard recipes used by the Firm must be provided by the Firm.
  - D. Firm warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Firm shall be reviewed and approved by the authorized County personnel in advance of implementation.
  - E. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.
  - F. A minimum of two (2) hot meals will be served daily, seven (7) days per week. Fresh vegetables are required at least three (3) times per week.
  - G. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
  - H. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether container is marked or not.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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Scope of Services continued....

- I. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.
  - J. Food containers that are damaged, including cans that are dented, are not acceptable.
  - K. A daily beverage provided with one (1) of the three (3) meals served daily must be fortified with the RDA for vitamin C.
  - L. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
  - M. A maximum of six percent (6%) TVP is allowed in meat products.
  - N. Detailed standard recipes for menu items served in portions are required.
  - O. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.
2. **Holiday Meals:** A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These Holidays include, but are not limited to:
- Thanksgiving
  - Christmas
  - Independence Day
  - Discretion of authorized County personnel with one-month notice to Firm.
3. **Restricted Medical Diets:** Firm shall be required to provide all restricted medical diets approved by the County's authorized inmate medical examiner.
- A. Upon request the Firm will provide special meals for medical (as ordered by physician) reasons, i.e., diabetes, ulcers, renal failure, or pregnancy with extending health situation. The County will give advanced notice for any special meals.
  - B. The Firm shall serve all restricted diets ordered in compliance with Department policies.
  - C. Firm will not charge any additional cost for special meals.
4. **Sack Lunches:** Upon request the Firm will be asked to provide sack lunches or similar meals for outside work trustees and County staff. These meals will be transported from the Globe Detention Center to the area of work. **Note:** Work release inmates will be required to provide their own meals if scheduled work hours do not coincide with established serving times.
5. **Bulk Food Purchases:** Requests by the County for bulk food purchases are for special occasions. The County will give ample time for the Firm to order the quantity requested (popcorn, cookies, candies, etc.) The Firm shall look for the best possible price and will invoice the County cost plus ten percent (10%) for the order.
6. **Food Safety Standards:** Firm and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health, Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Firm shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 032615**

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*Scope of Services continued....*

- 7. Meal Handling & Procedures:** All meals prepared and served must have food temperatures taken and documented by the Firm once they are placed on trays and ready for delivery or service. Temperatures should be taken by Firm at frequent intervals during the serving period.
- Firm will provide proper hair restraints or hats, and plastic gloves.
- 8. Staffing Requirements:** Firm, based on the information provided herein, is to propose adequate staff to oversee and service all aspects of the food service operation. Enough staff must be provided at all times to ensure the terms of this contract are satisfied.
- A. All food service employees meet the specifications of this Contract and are licensed, certified or registered, in their respective areas of performance or service pursuant to applicable laws and regulations.
  - B. Firm's employees must be at least twenty-one (21) years of age.
  - C. Firm's employees shall be free from any physical, emotional or mental condition that may adversely affect their performance. Written certification of compliance must be submitted to the County prior to the employee entering the facility.
  - D. Firm's employees shall agree, in writing, they understand their person and any personal belongings entering the facility with them are subject to search, without notice, at the discretion of the County.
  - E. Firm's employees shall not bring matches, lighters, or tobacco products in the facility. Gila County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201-Smoke Free Arizona).
  - F. Firm's employees must abide by all County Rules and regulations governing the detention facility
  - G. Firm will maintain the sufficient staff to perform the service if the detainee population grows during the term of the contract.

**Sanitation Requirements**

Firm is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facility service kitchen areas, food preparation areas, storage area, dining area, food trays, carts, utensils, cooking equipment, and loading dock areas, in compliance with ACA Standards. Sanitation will comply with Federal, State, and Local regulations and standards.

- A. Firm will maintain the hygiene of the kitchen so as to pass any and all County and/or State Health Agencies' inspections with satisfactory ratings and inclusive of ACA Standards.
- B. Firm shall provide only County preapproved cleaning supplies and other necessary items for day to day operation.
- C. Firm shall provide the appropriate number of staff to support the cleaning operations.
- D. Firm agrees to prepare and timely remove to onsite dumpsters all trash and garbage from kitchen and dining area.
- E. Firm agrees to establish a log for hazardous materials and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances.
- F. Grease will be removed in accordance with Local Health Codes.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 032615**

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*Scope of Services continued....*

**County Obligations**

- A. County will provide number of meals to be ordered each day and time meals are to be given. If information is not provided to the Firm then the number of meals and time from the prior day shall be used.
- B. Adequate heat, light, ventilation and all other utilities needed for the provisions of food service under the terms of this contract shall be supplied to the Firm by the County.
- C. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- D. Facility inspections made by the County when deemed necessary, with or without advance notice to the Firm.

**Firm Supplied Programs**

Awarded firm shall be required to provide the following programs:

- Provide a program training inmates in the areas of food service and practical work experience.
- Provide employee training to prepare employees to work in a correctional environment teaching them to handle offender manipulation effectively.
- Provide a program to ensure all operations consistently meet a high standard of production and service.

**LAUNDRY SERVICE REQUIREMENTS**

In-house laundry services shall be performed at the Globe Detention Center located at 1100 South St., Globe, Az.

**In-House Laundry Service**

- A. Firm shall provide complete laundry service for and including but not limited to kitchen linens, bedding, cleaning supplies, and inmate clothing, etc.
- B. Firm shall purchase and supply all County approved chemicals, commodities, and cleaning supplies.
- C. Firm shall ensure all laundry staff are trained to perform quality laundry service.
- D. Firm will provide adequate staff to oversee and service all aspects of the laundry operations.
- E. Laundry service will include, but not limited to, washing, drying, and folding as normally required in a quality laundry service.
- F. Laundry must be washed according to infection control standards per CDC. 160 degrees water temp and 50-150 ppm of chlorine bleach depending on the load/washer size used for 25 minutes.
- G. At no time should soiled laundry come into contact with clean laundry.
- H. All miscellaneous items required for the Firms staff safety in laundry operations will be provided by the Firm.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 032615**

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*Scope of Services continued....*

- I. Laundry carts that had soiled laundry in them must be sanitized per sanitizers manufactures instruction and dried before placing clean laundry in them.
- J. Clean and sanitized carts are not to come in contact with any soiled carts or laundry.
- K. All laundry items shall be washed, extracted, tumbled and ironed, if required, with only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
- L. Firm shall maintain and clean equipment as to keep in excellent working order for daily operations.
- M. Sorting of laundry will take place prior to processing to ensure correct processing of whites, colors, and other laundered items.
- N. Laundry must be properly dried before sorting and folding.
- O. Items that are torn, frayed, thin, or damaged must be separated after laundry process and kept in separate cart for repair or discard.
- P. All cleaning rags and mops must be clean, free from odor and bleach rot.
- Q. All cleaning rags and mops are to be separated based, placed into a clean plastic bag, and returned to correct location.
- R. At no time will any clean rags or mops be transported in the same clean resident laundry carts-they must be in their own clean cart.
- S. All kitchen and food service linens will be laundered separate from other items and returned to the food service area in separate plastic bags.
- T. Firm will maintain sufficient staff to perform the service if the detainee population grows during the term of the contract.

**County Obligations**

- A. County shall provide adequate heat, light, ventilation, water and all other utilities required for the provision of in-house laundry service under the terms of this contract.
- B. County shall provide security, control, and limitation of inmate movement into and out of the laundry area, including physical security of employees, suppliers, and other authorized visitors.
- C. Inmates on occasion, per County request, may assist in laundry transport to and from laundry area.
- D. County shall determine the time laundry service operations are performed in order to conserve energy.

**SECURITY CLEARANCE**

Gila County reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Firm who the Firm wishes to assign to the Gila County Detention Facility. Only those employees who successfully pass the background process may be utilized at the Facility.

- All Firm staff must complete the Waiver of Liability and Release Form on page 30 of this bid packet prior to working at facility.

**REQUEST FOR SEALED PROPOSALS  
BID NO. 032615**

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*Scope of Services continued....*

**PROPOSAL EVALUATION PROCESS**

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

Evaluation Criteria

1. Experience in detention center food preparation and laundry service including verifiable past performance of similar contracts (Reference page 26) (40 points)
2. Staff and use of existing personnel (Price Sheet Page 25) (10 points)
3. Proposal Cost (Price Sheet page 24-25) (50 points)

**Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.**

**PAYMENT**

Upon receipt and acceptance of goods and services a monthly invoice shall be submitted by the Firm to the County in accordance with proposed amount on Cost Sheet, pages 24-25 of contract.

**INFORMATION REQUESTS**

Requests for additional information relating to the scope of work, instructions, or general conditions of this bid should be directed to: Jeannie Sgroi (928) 402-8612, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov).

**WALK THROUGH**

There will be a mandatory walk through held Monday, May 11, 2015, 9:00 A.M., at the Gila County Globe Detention Center located at 1100 South St., Globe, Az.

**INSTRUCTIONS TO BIDDERS**

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

**EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

**Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Firms 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 Firms able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Firm 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 Firm. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Firms must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Firm(s) to perform the Scope of Services as set forth in the Contract. Failure of any Firm to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Firm(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Firm; if initialed, the County may require the Firm to identify any alteration so initialed.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 032615**

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*Instructions to Bidders continued....*

**Amendments**

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.
2. Copies of all addenda must be attached to the submittal.

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

**Inquiries**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Firm(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, May 14, 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.

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

**Late Proposals**

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

**Submittal Proposal Format:**

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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*Instructions to Bidders continued....*

1. By signature in the offer section of the Offer and Acceptance page, Firm certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Firm 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 Firm(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Firm's errors or omissions. Negligence in preparing an offer confers no right to the Firm unless the Firm discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER", Bid No., "032615", Date "MAY 18, 2015", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Firm(s). To ensure that all Firms 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 Firm(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Firm(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Firms(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 Firms who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

*General Terms & Conditions continued....*

**Laws and Ordinances**

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

**EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Firm, 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 Firm's signature(s) appearing on page 32, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Firm in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Firm; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Firm 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 Firm 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 Firm.

**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 Firm.

*Bidder Award Agreement continued....*

### **Contract Default**

- A. The County, by written notice of default to the Firm, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Firm fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Firm 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 Firm 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 Firm 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 Firm 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 Firm.

### **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.

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 032615**

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*Bidder Award Agreement continued....*

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

1. In the opinion of the County, the Firm fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Firm attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Firm fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Firm fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Firm 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 Firm at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

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

**MINIMUM SPECIFICATIONS**

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

**Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a Correctional Food Service Provided to provide Food and Laundry Service, and Materials for the Gila County Detention Center.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are **minimum**.
- 1.2 Firm should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Firm shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
  - 1.5.2 Qualification and Certification Forms (page 22-23)
  - 1.5.3 Price Sheet (page 24-25)
  - 1.5.4 References List (page 26)
  - 1.5.5 No Collusion Certification (page 27)
  - 1.5.6 Intentions Concerning Subcontracting (page 28)
  - 1.5.7 Legal Arizona Workers Act Compliance (page 29)
  - 1.5.8 Waiver of Liability Release (page 30)
  - 1.5.9 Checklist & Addenda Acknowledgment (page 31)
  - 1.5.10 Offer Page (pages 32-33)

*Minimum Specifications continued....*

## **SECTION 2.0**

### **Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period. Firm shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of four (4) years.
- 2.3 Per meal prices shall automatically be adjusted, up or down, on each anniversary of the Effective Date, according to the yearly unadjusted percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH shall be June of the immediately preceding year to June of the then-current year (the "Base Period"). For example, if on the anniversary date of the Effective Date of the yearly unadjusted percentage change in the "CPI-FAH" is 3.1, then each of the per meal prices shall be automatically increased 3.1 percent from the prices previously in effect on the anniversary date. Any cost adjustments must meet the Board of Supervisor's approval by an amendment to the contract prior to any such adjustment.

## **SECTION 3.0**

### **Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY: Gila County Sheriff's Office, 1100 South Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

## **SECTION 4.0**

### **4.1 Evaluation of Proposal and Negotiations-**

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

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

**REQUEST FOR SEALED PROPOSALS**  
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*Minimum Specifications continued....*

**4.2 Negotiations with Individual Firms**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms 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 Firms, 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 Firms for the purpose of determining source selection and/or Contract Award.
  - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Firm 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 Firm.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

**INSURANCE PROVISIONS**

**Indemnification Clause:**

Firm 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 Firm 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 Firm 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 Firm from and against any and all claims. It is agreed that Firm 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 Firm 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 Firm for the County.

**Insurance Requirements:**

The Firm 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 Firm, 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 Firm from liabilities that might arise out of the performance of the work under this contract by the Firm, his agents, representatives, employees or subcontractors and Firm is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. Policy shall be endorsed to **include master key coverage.**

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

Insurance Provisions continued....

- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

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 Firm, including automobiles owned, leased, hired or borrowed by the Firm"**.

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

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

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

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$\_\_\_\_\_

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

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

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

**REQUEST FOR SEALED PROPOSALS**  
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*Insurance Provisions continued....*

- 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, Contracts Administrator, 1400 E. Ash Street, 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 Firm from potential insurer insolvency.
  
- E. **VERIFICATION OF COVERAGE:** Firm shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Firms' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Firm shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage 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**

**EXHIBIT "D" Bidder Qualifications and Reference List**

**Purpose**

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

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

**Contract Number 032615 Food and Laundry Service for Gila County Detention Center**

The applicant submitting this Proposal warrants the following:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has Firm (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 Firm failed to perform in the narrative part of this Contract.
3. Has Firm (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 Firms disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Firm (under your firm's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Firm was terminated in the narrative part of this Contract.
5. Firm must also provide at least the following information:
  - a. A brief history of the 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 Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Firm has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors ROC, contact name and phone # must be included.
  - f. Gila County reserves the right to request additional information.
  - g. Sealed list of equipment used in performing the services must accompany proposal.

REQUEST FOR SEALED PROPOSALS  
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*Qualification & Certification continued....*

6. **Firm 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 Firm Business License Number:** \_\_\_\_\_  
(If Applicable)

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

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

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

\_\_\_\_\_  
**Title**

**REQUEST FOR SEALED PROPOSALS  
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**PRICE SHEET**

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

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

<b>FOOD SERVICE MEAL RATES</b>			
<b>Daily Meal Average</b>	<b>Globe D.C. Meal Rates</b>	<b>*Juvenile Meal Rates</b>	<b>**Substation Meal Rates</b>
1 – 50 Meals	\$ _____	\$ _____	\$ _____
51 – 83 Meals	\$ _____	\$ _____	\$ _____
84 – 117 Meals	\$ _____	\$ _____	\$ _____
118 – 150 Meals	\$ _____	\$ _____	\$ _____
151 – 183 Meals	\$ _____	\$ _____	\$ _____
184 + Meals	\$ _____	\$ _____	\$ _____
Cost per one (1) Sack Lunch    \$ _____			

**Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501**

All meals shall be made at the Gila County Detention Center location in Globe.

\*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

\*\*Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.



**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

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

\_\_\_\_\_  
**Title**

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

---

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF GILA            )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_ and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER, GILA COUNTY, BID CALL NO. 032615** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

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

\_\_\_\_\_  
**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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

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

\_\_\_\_\_  
**Title**

REQUEST FOR SEALED PROPOSALS  
Bid No. 032615

---

**WAIVER OF LIABILITY AND RELEASE FORM**

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I \_\_\_\_\_ hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.
2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.
3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.
4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.
5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.
6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.
7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all other as mentioned above, shall apply to any rights of action arising from the denial of employee opportunity of the Agency, based on information received from the background investigation.

***Read carefully before signing.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

REQUEST FOR SEALED PROPOSALS  
Bid No. 032615

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**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCES	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
WAIVER OF LIABILITY & RELEASE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

---

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

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

\_\_\_\_\_  
Firm:

\_\_\_\_\_  
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: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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**OFFER PAGE**

**TO GILA COUNTY:**

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

Signature also certifies the Firms 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 Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

**CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center**

**Firm Submitting Proposal:**

**For clarification of this offer, contact:**

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

\_\_\_\_\_  
Address

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

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

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

Email: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Title**

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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

***The Offer is hereby Accepted:***

The Firm \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 032615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 032615** . The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**GILA COUNTY:  
FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER  
REQUEST FOR PROPOSAL NO. 032615**

**ADDENDUM #1:**

**DATE: 5/6/2015**

**CLARIFICATIONS:**

1. The proposal due date is firm. All sealed proposals are due on Monday, May 18, 2015 at 11:00 A.M./MST.
2. The current Price Per Meals are as shown below:

FOOD SERVICE MEAL RATES			
Daily Meal Average	Globe D.C. Meal Rates	*Juvenile Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ <u>3.872</u>	\$ <u>2.349</u>	\$ <u>3.872</u>
51 – 83 Meals	\$ <u>3.756</u>	\$ <u>2.349</u>	\$ <u>3.756</u>
84 – 117 Meals	\$ <u>2.610</u>	\$ <u>2.349</u>	\$ <u>2.610</u>
118 – 150 Meals	\$ <u>1.929</u>	\$ <u>2.349</u>	\$ <u>1.929</u>
151 – 183 Meals	\$ <u>1.828</u>	\$ <u>2.349</u>	\$ <u>1.828</u>
184 + Meals	\$ <u>1.726</u>	\$ <u>2.349</u>	\$ <u>1.726</u>
Cost per one (1) Sack Lunch    \$ <u>1.929</u>			

3. The average populations of the three locations are: Globe-155, Payson-10, Juvenile Detention-6.
4. The daily calorie requirement for adults is 2,900 calories per day. The daily calorie requirement for juveniles is 3,500 calories per day. The Juvenile menu shall include an evening snack.
5. Copies of the current menus will not be provided.
6. The breakfast meal is served at 05:30. Lunch is served at 11:00. Dinner is served at 17:00.
7. The schedule for the current kitchen staff will not be provided.
8. Gila County averages ten (10) medical diets and six (6) religious diets per month.
9. Inmate workers are used in the production of the daily meals.
10. Inmate workers are permitted to help unload trucks.
11. There is a ground level dock. A 53' truck can back up to the alley leading to the kitchen, but supplies must be hand trucked into the kitchen. Due to corners and the narrow alley, a 53' truck cannot back all the way up to the dock.
12. Gila County would be interested in a fresh food, behavior modification program for the inmates.
13. The County is currently paying \$2,400 a month for laundry service.
14. The products currently used in Gila County's laundry facility are: Ecolab clearly soft, Ecolab L-2000 XP Detergent, Ecolab Sour, and Ecolab Destainer.
15. Inmate workers are permitted to work in the laundry only when the current staff needs assistance.
16. Gila County is responsible for purchasing/repair of the laundry carts.
17. Meals have always been offered to staff at no cost. These average 1-2 a day as almost all staff bring their own meals.
18. The monthly average for sack lunches is approximately 300.
19. Regarding staffing: Only the Globe Jail (where all of the meals are prepared) has kitchen staff. There is one supervisor and four staff. This has proven to be adequate staffing. Inmate workers are provided in Globe and Payson as follows: five (5) per shift in Globe and one to two (1-2) per shift in Payson.
20. Laundry staff consists of one contract staff member and inmate workers if needed. One to two (1-2) staff members would be adequate.
21. Existing staff are Aramark employees (both kitchen and laundry). There is no language in the current contract with Aramark that would prohibit the successful bidder from hiring current staff.
22. A bond is not required by the County for this contract.
23. Gila County is not tax exempt. As of May 2015, the current tax rate is 8.6%.
24. Gila County requires all vendors to propose a cold lunch for the Juvenile menu.
25. Gila County requires milk to be served daily at breakfast and lunch for juveniles.
26. Gila County requires milk to be served with breakfast, seven days a week, for adults.
27. To the best of the County's knowledge, the maximum TVP per patty (in meat products) is 6%.
28. Exhibit "D" – Qualification and Certification Form, Item "5 g" states that "a sealed list of equipment used in performing the services must accompany proposal". This item is standard language on our Exhibit "D" and does not apply to this Request for Proposals.

**This concludes Addendum No. 1 to Request for Proposals No. 032615**



**GILA COUNTY:  
FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER  
REQUEST FOR PROPOSAL NO. 032615**

**ADDENDUM #2:**  
**DATE: 5/12/2015**

**CLARIFICATIONS:**

1. At the walk through at the Gila County Jail on 05-11-15, a question was asked regarding the current population. An answer was given by a Gila County detention officer of 165. That quantity included population at the Payson Substation and Juvenile Detention. Please note that the jail population does fluctuate. Typically, the warmer weather brings higher inmate populations. The inmate population that was identified in Addendum #1 was a daily inmate population average for last year. The capacity of the Globe Jail is 198, however, the current daily inmate population averages between 115-120.

**This concludes Addendum No. 2 to Request for Proposals No. 032615**

**IFB Planholder List**



**GILA COUNTY**

**BID**

**TITLE:** RFP for Food & Laundry Service

**BID**

**DUE**

**NO.:** 032615

**DATE:** 05-18-15/11:00 A.M.

	<b>BIDDER FIRM NAME</b>	<b>DATE RFP RELEASED</b>	<b>COMMENTS</b>
	Trinity Services (Don) don.lee@trinityservicesgroup.com 855-616-6946	emailed 04-22-15/1:07 P.M.	Addendum #1 emailed 05-06-15/9:24 A.M. Addendum #2 emailed 05-12-15/4:07 P.M.
	Aramark (Karen) russell-karen@aramark.com 415-244-8474	emailed 04-22-15/1:07 P.M.	Addendum #1 emailed 05-06-15/9:24 A.M. Addendum #2 emailed 05-12-15/4:07 P.M.
	Trusthouse Services Group (Dan) kubanet@aladdinfood.com 704-424-1071	emailed 04-22-15/1:38 P.M.	Addendum #1 emailed 05-06-15/9:24 A.M.
	Blue Book	loaded on BB site 04-23-15	Addendum #1 emailed 05-06-15/9:24 A.M.
	CBM (Naomi) naomi.mcgloughlin@cbmmanagementservices.com 605-335-0825	emailed 04-27-15/11:19 A.M.	Addendum #1 emailed 05-06-15/9:24 A.M.
	Aviands (Diane) dbuffie@aviands.com 651-203-3249	emailed 04-27-15/2:48 P.M.	Addendum #1 emailed 05-06-15/9:24 A.M.



**MANDATORY PREBID WALK-THROUGH/MEETING: 05-11-15, 9:00 A.M.  
 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER  
 REQUEST FOR PROPOSALS NO. 032615**

COMPANY NAME	REPRESENTATIVE NAME	SIGNATURE	EMAIL ADDRESS	PHONE NO.
Aramark	Bryant Newm	<i>Bryant Newm</i>		480-365-8480
ARAMARK	KAREN RUSSELL	<i>Karen Russell</i>	RUSSELL-KAREN@aramark.com	415-244-8474
Trinity	MARK HORNEFFER	<i>Mark Horneffer</i>	mark.horneffer@trinityservicesgroup.com	520-904-4048
GILA COUNTY SO		<i>M Ramos</i>	mramos@gilacountyaz.gov	
GILA COUNTY SO	Duarte, Chris	<i>Chris Duarte</i>	cduarte@gilaaz.com	928-812-1731
GILA COUNTY FINANCE	JEANNIE SGROT	<i>Jeanie Sgrot</i>	JSGROT@GILACOUNTYAZ.GOV	928-402-8612



**FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

**RFP NO. 032615**

DESCRIPTION	Trinity Group Services				Aramark			
	Daily Average Meals	Price per Meal	# of Meals multiplied by Price per Meal	Annualized Cost	Daily Average Meals	Price per Meal	# of Meals multiplied by Price per Meal	Annualized Cost
	<b>1-50</b>				<b>1-50</b>			
Globe Detention Center	50	<b>3.436</b>	\$ 171.80	\$ 62,707.00	50	<b>3.872</b>	\$ 193.60	\$ 70,664.00
Juvenile Meal Rates	50	<b>2.200</b>	\$ 110.00	\$ 40,150.00	50	<b>2.349</b>	\$ 117.45	\$ 42,869.25
Substation Meal Rates	50	<b>3.436</b>	\$ 171.80	\$ 62,707.00	50	<b>3.872</b>	\$ 193.60	\$ 70,664.00
	<b>51-83</b>				<b>51-83</b>			
Globe Detention Center	83	<b>2.928</b>	\$ 243.02	\$ 88,703.76	83	<b>3.756</b>	\$ 311.75	\$ 113,788.02
Juvenile Meal Rates	83	<b>2.200</b>	\$ 182.60	\$ 66,649.00	83	<b>2.349</b>	\$ 194.97	\$ 71,162.96
Substation Meal Rates	83	<b>2.928</b>	\$ 243.02	\$ 88,703.76	83	<b>3.756</b>	\$ 311.75	\$ 113,788.02
	<b>84-117</b>				<b>84-117</b>			
Globe Detention Center	117	<b>2.118</b>	\$ 247.81	\$ 90,449.19	117	<b>2.610</b>	\$ 305.37	\$ 111,460.05
Juvenile Meal Rates	117	<b>2.200</b>	\$ 257.40	\$ 93,951.00	117	<b>2.349</b>	\$ 274.83	\$ 100,314.05
Substation Meal Rates	117	<b>2.118</b>	\$ 247.81	\$ 90,449.19	117	<b>2.610</b>	\$ 305.37	\$ 111,460.05
	<b>118-150</b>				<b>118-150</b>			
Globe Detention Center	150	<b>1.720</b>	\$ 258.00	\$ 94,170.00	150	<b>1.929</b>	\$ 289.35	\$ 105,612.75
Juvenile Meal Rates	150	<b>2.200</b>	\$ 330.00	\$ 120,450.00	150	<b>2.349</b>	\$ 352.35	\$ 128,607.75
Substation Meal Rates	150	<b>1.720</b>	\$ 258.00	\$ 94,170.00	150	<b>1.929</b>	\$ 289.35	\$ 105,612.75
	<b>151-183</b>				<b>151-183</b>			
Globe Detention Center	183	<b>1.495</b>	\$ 273.59	\$ 99,858.53	183	<b>1.828</b>	\$ 334.52	\$ 122,101.26
Juvenile Meal Rates	183	<b>2.200</b>	\$ 402.60	\$ 146,949.00	183	<b>2.349</b>	\$ 429.87	\$ 156,901.46
Substation Meal Rates	183	<b>1.495</b>	\$ 273.59	\$ 99,858.53	183	<b>1.828</b>	\$ 334.52	\$ 122,101.26
	<b>184 +</b>				<b>184 +</b>			
Globe Detention Center	184	<b>1.348</b>	\$ 248.03	\$ 90,531.68	184	<b>1.726</b>	\$ 317.58	\$ 115,918.16
Juvenile Meal Rates	184	<b>2.200</b>	\$ 404.80	\$ 147,752.00	184	<b>2.349</b>	\$ 432.22	\$ 157,758.84
Substation Meal Rates	184	<b>1.348</b>	\$ 248.03	\$ 90,531.68	184	<b>1.726</b>	\$ 317.58	\$ 115,918.16

<b>Weekly Rate for Sack Lunches-per Each</b>			\$ 1.850	\$ 96.20			\$ 1.729	\$ 89.91
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<b>Weekly Rate for Laundry Services</b>			\$ 530.16	\$ 27,568.32			\$ 600.00	\$ 31,200.00
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**TRINITY SERVICES  
GROUP, INC.**

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## **Proposal for Food and Laundry Service**



**Gila County Detention Center**

**Bid No. 032615**

**May 18, 2015 - 11:00 AM**

TRINITY SERVICES  
GROUP, INC.



May 12, 2015

Jeannie Sgori, Contracts Administrator  
Gila County Finance Department  
Guerrero Complex  
1400 E. Ash Street  
Globe, AZ. 85501

Dear Ms. Sgori,

Trinity Services Group, Inc. is proud to submit our proposal to your RFP #032615, Food and Laundry Service for Gila County Detention Center, for the professional management of the inmate and juvenile meal and laundry service for Gila County, released April 22, 2015.

Trinity has been providing inmate meal services for over 30 years and is currently servicing nearly 700 accounts nationwide, including thirty-two (32) in the west, along with the Arizona Department of Corrections. Trinity's programs are built upon a solid foundation of operating systems and controls, strong local management, responsiveness to the customer's needs, and the ability to resolve any issue quickly and to the customer's satisfaction.

Our commitment to your staff and your inmates is to deliver superior inmate meals while maintaining safety and security at the correctional facility, as well as, provide complete, in-house laundry services.

What has always made Trinity Services Group successful, and continues today, is our commitment to partnering with our clients. Trinity realizes that the only way to establish long-term customer loyalty is by **earning** it, and this can only be accomplished by consistently meeting and exceeding your needs. This attitude has been successful time after time over the years.

We welcome any questions you may have concerning our proposal and look forward to the possibility of providing the inmate and juvenile meal services for Gila County. Please feel free to contact our representative, Don Lee at 855-616-6946 or [don.lee@trinityservicesgroup.com](mailto:don.lee@trinityservicesgroup.com) with any questions.

I am authorized to commit Trinity Services Group, Inc. to this proposal for Gila County's inmate and juvenile meal and laundry services.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Vaughn".

Larry Vaughn  
President

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## Required Documents

- No Collusion Affidavit
- Certification: Intentions Concerning Subcontracting
- Legal Arizona Workers Act Compliance
- Waiver of Liability and Release Form
- Bidder Checklist & Addenda Acknowledgement
- Offer Page
- Exceptions

## Executive Summary

Trinity Services Group is the largest independent, comprehensive food and commissary service provider in the corrections industry. Operating in 44 states, Puerto Rico and the U.S. Virgin Islands, Trinity is committed to providing customized, cost-savings solutions for every size and type of operation. Trinity has been operating in the correctional business for more than 30 years, and we pride ourselves on building personal relationships to better meet your needs. Our approach is distinct—a local focus backed by national resources and expertise.

### Qualifications

Trinity has a network of proud and satisfied clients that champion our solution-based philosophy. Trinity provides inmate food service to 32 counties/accounts in the West. A few of our nationwide valued partnerships, with tenure, include:

- Apache County – 110 inmates for 10.5 years
- Graham County – 120 inmates and 20 juveniles for 7 years
- Mohave County – 500 inmates and 15 (as high as 30) juveniles for 13 years
- Navajo County – 275 inmates for 2 years
- Pinal County – 700 inmates and 25 (as high as 50) juveniles for 9 years.
- Yuma County – 600 inmates for 8 years
- Arizona DOC – 35,000 inmates for 28 years
- Kern County, CA – 2,750 inmates for 15.5 years
- Fresno County, CA – 3,200 inmates and 335 juveniles for 6 years

Our hard work and collaboration produce a record of demonstrated results.

***Dedicated People with a Passion for Results  
Creates the Pathway to Excellence in Food Service***

### We Understand—Here's Our Plan

The task of cooking and serving meals to your Jail, Juvenile Detention Center, and staff is one we are set to accomplish, but Trinity is, and offers, so much more. Trinity knows that the food service and its quality is a large part of any inmate's day and may be the only thing they have to look forward to.



We will provide a variety of food and we recognize the importance of the overall appearance of the meal. We will work together with Gila County to employ better technology and processes that will assist in the everyday operation. **YOUR** kitchen is in good hands with Trinity and you will find that we will treat it like all our facilities, **WITH PRIDE!** This will be reflected in the daily operations and will allow a seamless transition.

Our registered dietitian will keep our operations team apprised on changes to food ideas and recipes. Together, we will ensure that our cycle menu and recipes stay fresh and appetizing to everyone.

**Emergency aide.** The Trinity team consists of 401 food service and support personnel working within the state of Arizona. Any one of these employees would be available to support Gila County if there was any type of emergency. In fact, our nearest facility that would be available to support Gila County is ASPC Globe. This facility is only a few miles away and currently employs approximately four Trinity employees. In addition to these employees, Trinity has over 100 employees currently working in Pinal County who can also support your account, if necessary. Furthermore, if a catastrophic event occurs at the Gila County kitchen facility, the ASPC Globe facility could possibly be used to produce your meals during any required restoration period.

**The Trinity team fully understands the value of your business.** Our team recognizes the significance of communication and, at Trinity, we pride ourselves on keeping you, our client and partner, informed and involved in the successful operation of the food service operation.

We will treat Gila County like you are our **ONLY** business. This “One Customer” approach engages the resources, process and systems of a national company applied with a singular focus on your facility. Our Food Services Operation Plan has been carefully developed based on *what is important to you* and includes:

- The largest correctional food service work force in the state of Arizona, with ample personnel available for back-up
- Delivering a high quality food service that can be audited against established nutritional and health standards
- Maintaining food service standards as established by ACA, ADC, ADE, NCCHC and the National Academy of Sciences Institute of Medicine
- Meals that are nutritious and served in a manner that makes them wholesome and palatable— basically, operating a food service program in a humane manner with respect to the inmates’ right to basic health and nutritional standards
- Meals that include only USDA grade acceptable meats, poultry, and vegetables
- A properly trained and experienced Food Service Manager and employees to oversee the operation of the kitchen
- Our Distribution Center/Stocking Facility for the delivery of all our product, which is located in Tempe, Arizona
- Ongoing training for both jail staff and inmates
- A discussion of staff meals, if desired
- Trinity Take-Out – Inmate Behavior Modification Tool through Fresh Food, if desired

**Our approach for feeding your inmates is a responsibility that we do not take lightly.** The pressure from managing a sometimes challenging inmate population tends to create stress on correctional officers. The quality of our service will be one less thing for your staff to be concerned with.

Not only does Trinity provide exemplary Food and Commissary Services to the corrections industry, but also **provides exemplary Laundry Services** as well. We understand Gila County's requirements for laundry service and have developed an operational plan that includes an effectively trained on-site staff and supplying County approved chemicals, commodities, and cleaning supplies while adhering to infection control standards per CDC and county guidelines. Our sole focus is to make a seamless transition without any interruption to the operational efficiency of the facility—delivering the highest level of quality and service that the corrections industry has benefited from over the last 30 years!

## ***High Quality Standards and Professional Integrity Yield Positive Results from Day One***

### **Right People in the Right Positions**

Working in a jail kitchen requires a certain skill set that includes tact, diplomacy, resilience, flexibility, sacrifice, and dedication, along with many others. These are the qualities in people that we search for and hire.

Your account will benefit from direct, hands on Executive level involvement. **Mark Horneffer is the District Manager** with responsibility for your account. Mark has 17 years of experience in the correctional food service industry and a stellar record of compliance. His attention to detail ensures that your facility's food service will run efficiently and effectively, every minute of every day. **Laura Donnelly, our Registered Dietitian**, has 17 years of dietitian experience and has been actively working with Trinity for eight years. Laura is currently responsible for menu and diet development along with the compliance for the USDA National School Lunch Program. This includes the menus for your inmates and juveniles in addition to all medical and religious diets. **Victor Rendon, Vice President of Operations**, has 30 years of experience in the correctional inmate food service industry and has the responsibility for the Western United States. The experiences of these key people, and of the other team members they will assemble, will more than meet the needs of this project and provide unparalleled service for your facility.



## Train to Ingrain

Employees are provided the proper tools to achieve and they perform the job with expertise and confidence. Training is an investment that provides your facility with the best, most capable staff. Our associates are critical to our success, which is why we have a dedicated Regional Director who will personally train our team members at the time of transition, as well as on-going and refresher training.

Our Inmate training programs provide the inmate with the skills to perform assigned tasks in a consistent manner. Inmates are a vital part of the equation in a successful food service program and it is imperative that, when assigned a task, they understand that task and what is expected of them. Trinity's **WORK FEED SUCCEED** Program is a comprehensive, hands-on approach to teaching pre-screened inmates specific and usable skills in the food service industry. This vocational approach educates and trains offenders to **WORK** in a commercial kitchen environment, **FEED** their peers and ultimately **SUCCEED** in a professional food service environment upon their release.

The objective is to build a bridge with training, certification, and life skills—providing a pathway to achievement. It's important to train offenders on how to do a job, but the real test is how and where those abilities transfer to success in the marketplace. This partnership is both an opportunity and a promise for **WORK FEED SUCCEED** program graduates. Trinity also has the ability to assist in using a resort placement service/company to help the rehabilitated individuals to work and support themselves in an active business environment. This company has four resort locations within the state of Arizona.

## Conclusion

Providing successful services to correctional facilities is dependent upon the management we provide, and our versatility, innovative thinking, and willingness to think outside the box. These reasons, and our ability to earn your loyalty by consistently meeting and exceeding your needs, will help build a long-term successful working relationship with Gila County Sheriff's Office and other County offices.

Trinity affords you, the customer, the best trained staff, which in turn provides Gila County with superior tools, support, backup, systems and accountability through a detailed report and audit trail. Trinity's synergistic approach affords the best overall operation, value, and price for Gila County.

Developing a long-term successful working relationship with Gila County Sheriff's Office and other County offices

***Pathway to Excellence Every Minute of Every Day***

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Reference List**

**Purpose**

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

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

**Contract Number 032615 Food and Laundry Service for Gila County Detention Center**

The applicant submitting this Proposal warrants the following:

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

Trinity Services Group, Inc.

477 Commerce Blvd.

Oldsmar, FL 34677

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

Qualification & Certification continued....

6. **Firm 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 Firm Business License Number:** Will request upon award  
(If Applicable)
8. **Firm must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.**



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

David M. Miller

**Printed Name**

Chief Operating Officer

**Title**



Gila County, AZ  
Board of Supervisors  
Gila County Finance Department  
Guerrero Complex  
1400 East Ash Street  
Globe, AZ 85501

May 11, 2015

Re: Authority to sign  
Request For Sealed Proposals  
Bid No. 032615

To whom it may concern:

As General Counsel for Trinity Services Group, Inc., this will confirm that any of the following individuals are authorized to sign the proposal submitted in response to the referenced Request For Sealed Proposals:

Larry G. Vaughn, President, or  
Christopher C. Alberta, Chief Executive Officer, or  
David Miller, Chief Operating Officer.

Very truly yours,

Stephen A. Hould, Esquire  
General Counsel  
Trinity Services Group, Inc.

Attest:

Elaine Isenberg, Assistant Secretary

Seal

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Elaine Isenberg, Assistant Secretary for Trinity Services Group, Inc., this 11<sup>th</sup> day of May, 2015.

Seal

  
Notary Public



## ARIZONA CORPORATION COMMISSION

February 19, 2013

C T CORPORATION SYSTEM  
2390 E CAMELBACK RD  
PHOENIX, AZ 85016

RE: TRINITY SERVICES GROUP, INC.  
File Number: F18083074

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity **HAS BEEN APPROVED**.

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers is posted on the Commission website, [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations).

Publication must be completed **WITHIN 60 DAYS** after February 19, 2013, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 02/07/2014, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. No reminders will be sent. You can visit our website at [www.azcc.gov/divisions/corporations](http://www.azcc.gov/divisions/corporations) to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations). If you have questions or need further information please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

CF:07  
REV. 01/2009

# Experience and Reputation

## Company History

*Trinity* was formed in August 1990 to provide food service management in institutional and correctional environments. From our base in the Tampa Bay, Florida area, Trinity grew rapidly as word of its focus on quality and responsiveness spread. By 1995, Trinity had become the predominant correctional food service contractor in the region. In April 2000, Trinity became a wholly owned subsidiary of Compass Group and continued to operate with all personnel intact. As a member of Compass Group, Trinity continued to focus its efforts on growing the business.

In 2012, a capital investment group acquired Trinity Services Group and merged its name, as well its resources, programs, systems, and people with Canteen Correctional Services, another regional division of Compass Group, creating a nationwide company that focuses on our core business, the corrections industry. The combination of these two divisions gave Trinity more than 30 years experience in the Corrections industry!

In 2014, Trinity acquired Swanson Services Corporation and Prevatek Corporation, further strengthening our position as a leader in the Correctional Commissary industry, with almost 700 operating units. As a result of our combined resources, and outstanding organic growth Trinity is serving approximately 475,000 inmates in 44 states, Puerto Rico and the Virgin Islands each day.



TRINITY SERVICES  
GROUP, INC.

More than 3,300 team members are dedicated to the corrections market and the management of more than 10,000 inmate workers to produce meals. This experience with facilities across the nation has enabled us to develop a thorough understanding of providing menus that meet the national standards for Recommended Daily Allowances (RDA) and special diets. Our nationwide food network also ensures our ability to deliver cost efficiencies to our clients.

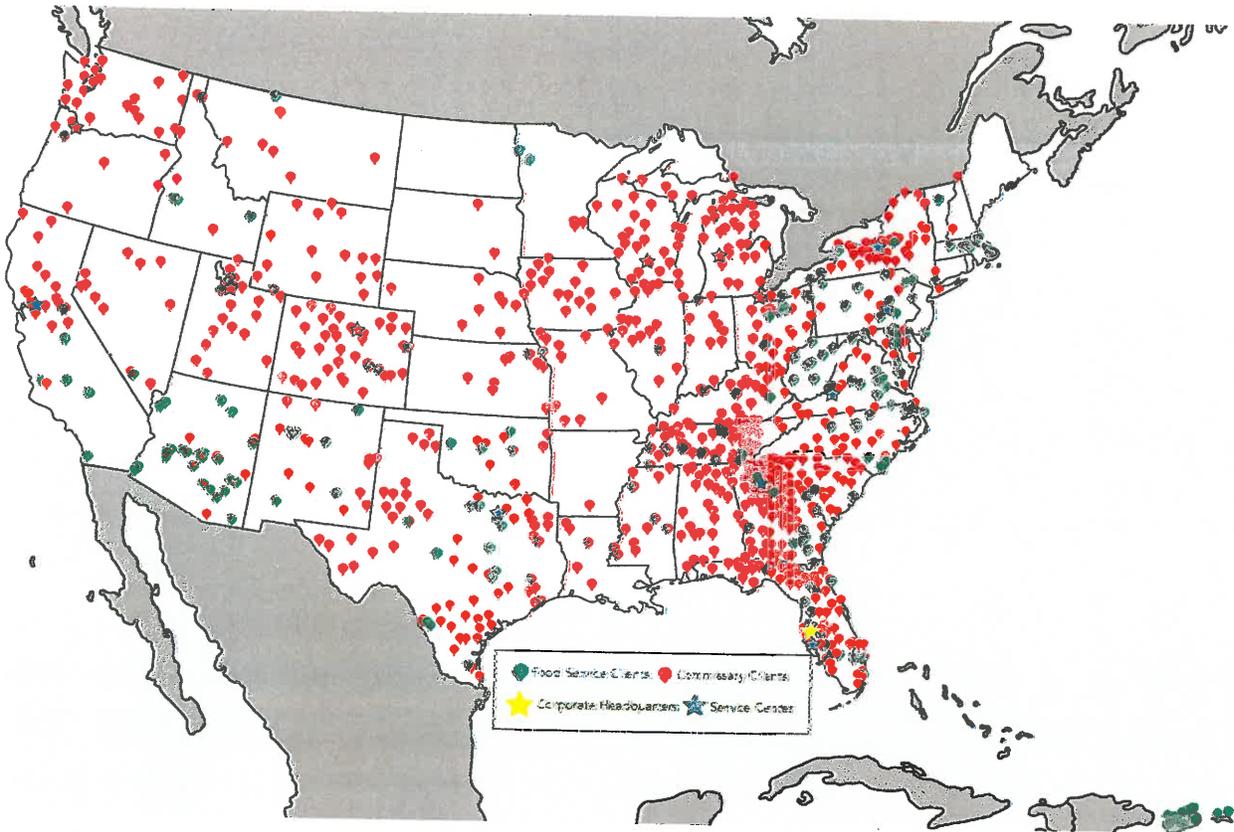
Trinity has approximately 1000 clients across the United States. Clients include county and city agencies, statewide Departments of Correction, partnerships with private corrections providers, rehabilitation sites for alcohol treatment, Meals on Wheels and Senior Nutritional programs, and homeless shelters. These types of facilities allow us to expand our service knowledge, enhance problem-solving expertise, and develop innovative solutions for our clients. Our annual revenue is over \$500,000,000.

Trinity is a member of the American Correctional Association, American Jailers Association, National Association of Deputy Wardens, National Sheriff's Association, and various state and county sheriff associations across the nation.

***Trinity serves approximately 475,000 inmates in 44 states, Puerto Rico and the Virgin Islands, each day. We serve over 20 million meals per month, and are on track to serve a quarter BILLION meals this year!***



## Trinity Locations



### OUR VISION

**To be the industry's best team,  
delivering innovative solutions  
and profitable relationships.**

*Our Vision statement is a goal for all of  
us to continually work toward an ongoing  
statement about our future goals.*

### OUR MISSION

**We are committed to consistently  
delivering quality support services  
and products to correctional facilities  
for the shared benefit of our Team  
Members, Customers, and Partners.**



REQUEST FOR SEALED PROPOSALS  
 BID NO. 032615

**PRICE SHEET**

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

Firm Name: Trinity Services Group, Inc.

Phone No.: Don Lee: 855-616-6946

FOOD SERVICE MEAL RATES			
Daily Meal Average	Globe D.C. Meal Rates	*Juvenile Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ <b>3.436</b>	\$ <b>2.20</b>	\$ <b>3.436</b>
51 – 83 Meals	\$ <b>2.928</b>	\$ _____	\$ <b>2.928</b>
84 – 117 Meals	\$ <b>2.118</b>	\$ _____	\$ <b>2.118</b>
118 – 150 Meals	\$ <b>1.720</b>	\$ _____	\$ <b>1.720</b>
151 – 183 Meals	\$ <b>1.495</b>	\$ _____	\$ <b>1.495</b>
184 + Meals	\$ <b>1.348</b>	\$ _____	\$ <b>1.348</b>
Cost per one (1) Sack Lunch \$ <b>1.85</b>			

**Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501**

All meals shall be made at the Gila County Detention Center location in Globe.

\*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

\*\*Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.

REQUEST FOR SEALED PROPOSALS  
 BID NO. 032615

Price Sheet continued....

LAUNDRY SERVICE RATES	
Items are listed as follows, but not limited to:	
<ul style="list-style-type: none"> <li>▪ Kitchen Supplies</li> <li>▪ Cleaning Supplies</li> <li>▪ Inmate Bedding</li> <li>▪ Inmate Clothing</li> </ul>	*WEEKLY RATE
*Cost based on an average of 169 inmates per day.	\$ <u>530.16</u>

**Intentions Concerning Staff:** (10% of evaluation criteria) Describe your intentions concerning retention of existing staff. Weight will be given to bidders that intend to minimize turnover of existing staff or adequately explain how use of new staff will provide better service.

**Transitioning County Employees**

Trinity is an employer of choice. We dedicated ourselves to people – ours, yours, and your population. We work diligently so that every customer is completely satisfied – every day of the year. Our success hinges on three things: great people, our passion for great service, and performance standards that deliver great results. Together, these elements help create and sustain leadership for our company and our clients.

Trinity will conduct interviews to validate the skills and experience of the current County Employees and retain them including management, if the county has no objections. Transitioning established employees ensures a efficient and successful implementation—a pathway that leads to a seamless and relatively undetectable transition.

All new Trinity employees participate in training programs that continue every month—keeping critical processes in the forefront and helping them become active participants in ensuring your facility is a safe, secure, and an efficient place to work.

Trinity’s pay rates and benefit package are excellent. We offer our staff medical, dental, vision, short and long term disability, and additional benefits at favorable rates. As such, we expect our staff to be responsible, productive, and security and safety conscious, wear clean, company branded uniforms, and participate in training programs.

It is Trinity’s policy to provide Equal Employment Opportunity to all team members and applicants without regards to race, color, religion, national origin, sex, sexual orientation, marital status, pregnancy, age, physical or mental disability, genetic information, veteran status, or any other protected status.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** Graham County Jail, Eastern Arizona Regional Juvenile Detention  
Contact: Jail Commander Tim Graver                      Juvenile Administrator- Charles Gatwood  
Phone: 928-428-3141    928-428-5300  
Address: 523 Tenth Ave. Safford AZ 85546  
  
Job Description: Food Service for 120 inmates and 20 juveniles for 7 years.  
Trinity Take-Out Program  

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2. **Company:** ASPC Globe  
Contact: Deputy Warden Reuben Montano  
Phone: 928-425-8141  
Address: 1000 Fairgrounds, Globe, AZ 85501  
  
Job Description: Food Service for 350 inmates  

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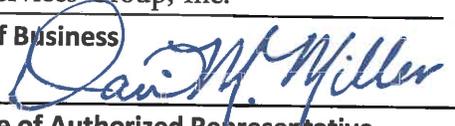
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3. **Company:** Pinal County Detentions, Pinal Juvenile Detention  
Contact: Commander Jayme Valenzuela  
Phone: 520-866-5012  
Address: 971 N. Jason Lopez Circle, Florence, AZ 85132  
  
Job Description: Food Service for 700 inmates and 25 (as high as 50) juveniles for 9 years.  

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Trinity Services Group, Inc.  

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**Name of Business**  
  

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**Signature of Authorized Representative**  
David M. Miller, Chief Operating Officer  

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**Title**

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** Yuma County Jail  
**Contact:** Lieutenant Joe Lackie  
**Phone:** 928-782-9871 ext 33254  
**Address:** 141 S. Third Ave., Yuma, AZ 85364  
**Job Description:** Food Service for 600 inmates for 8 years.  
Trinity Take-Out Program
  
2. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Job Description:** \_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Job Description:** \_\_\_\_\_

Trinity Services Group, Inc.  
**Name of Business**  
David M. Miller  
**Signature of Authorized Representative**  
David M. Miller, Chief Operating Officer  
**Title**

# Specific Qualifications

## Operation Plan

We will provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center as stated in the RFP, Bid No. 032615.

Trinity will provide a high quality, on-site, safe and secure food service program for all Gila County inmates and juveniles. Our program includes providing all food items, food service items, and janitorial/cleaning supplies. We will provide inmate and juvenile meals in the manner that makes them visibly pleasing and palatable. They will be served with appropriate condiments, served at the appropriate temperatures, and meet or exceed American Correctional Association (ACA) standards. We will perform routine cleaning and housekeeping of the food service preparation and storage areas and continually maintain sanitation standards as required by applicable state and local regulations.

In addition, Trinity will provide in-house laundry services that includes the washing, drying, and folding of linens, bedding, and inmate clothing, cleaning supplies, adequate staff, and cleaning, sanitizing, and maintaining equipment. This service will be coordinated with the facility on a daily and weekly schedule to fit the facility's needs.

Trinity's vast experience in Correctional feeding programs has refined our operating procedures such that we can efficiently and cost effectively provide a quality food service program. We have registered dietitians on staff who develop our menus and meal plans to meet county and Federal specific dietary requirements. We have a procurement team that is in pursuit of providing quality food and supplies needed to prepare and distribute the meals. And, our management and

kitchen staff is qualified and trained in the duties of meal preparations and distribution. We are confident that, together, we can establish a meal program that works within the constraints of the County's kitchen(s).

## Critical Components of our Food Service Operation

Our meals will meet the standards and guidelines as defined in the RFP. In addition, we will meet the following standards:

**Facility:** our Staff will use the procedures you have established as a benchmark for your operation. The standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health, Office of Environmental Health and Food Safety standards will be met while providing food services to Gila County. We will offer suggestions for improvements in cases where our own procedure may amend the security and quality of your food service operation.

**ACA:** our Standard Operating Procedures for food service is designed, at a minimum, to meet ACA Standards. As it relates to laundry service, Trinity is committed to maintaining and operating daily under these guidelines.

**NCCHC:** our menu is designed to satisfy the dietary guidelines for adults and is nutritionally adequate for incarcerated adults.

**HACCP:** our Staff is trained to understand the specific hazards of food handling and the prevention necessary to ensure food safety.



## Menu Development

**Cycle Menus:** a 28-day (4-week) Cycle Menu is included and was developed to meet your requested daily nutritional goals, as well as applicable standards. Trinity's juvenile menus will be in compliance with the USDA National School Lunch and Breakfast Standards as required by your facility. Our dietitians use USDA Compliant Nutrition Software to analyze menus for juvenile programs and ensure compliance.

**Special Diets:** menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction. For more complex cases or special reviews/audits, our dietitian is on call or available for direct visits to your facility.

**Holiday Meals:** per your request, a minimum of 12 Holiday meals will be served on your predefined days.

**Dietitians:** our Regional Dietitians design and develop our menus to provide tasty, appetizing, wholesome quality food. They will regularly review the implemented menus and will provide special diet menus and substitution guidelines as needed to satisfy the requirements of medical and/or religious diets. Our dietitians also assist clients with Administrative Reviews to ensure menu compliance with USDA.

**Flexibility and Variety:** we will consult with your facility for approval on any menu substitutions, as well as any requests for menu changes that could be advantageous to the operation.

**Product Specifications:** we will meet or exceed your required product standards. Our product lines are in use and successful every day, in hundreds of operations across the country.

**Production System:** NetMenu® from cbord, a web-based, back-of-the-house food service management tool that enables our staff to instantly update standards and share common recipes, menus, and settings across all of our operations, as well as access nutritional information, manage inventory and purchasing, and generate production reports.

**Production cooking:** we will stage product 2-3 days out for 9 meals. This assures the facility that all products are in house and no substitutions are needed. Plus, we will monitor and follow the recipes to ensure proper yields are obtained—making sure that all inmates are fed and are fed the same meal.

**Purchasing Programs:** our pre-established network of approved suppliers follow and meet HACCP guidelines and are fully familiar with the quality of products Trinity uses in our daily operations, as well as the frequencies of deliveries and quantities needed.

## Staff Meals

We would like to offer an enhanced food service program to your staff and officers that will promote nutritional value. Together, we can collaborate on your staff's preferences and build a menu that will be beneficial to your staff. We have other programs available (and in use at other facilities) that include a hot/cold line with a salad bar and a cook-to-order snack bar style service.

## Meal Ordering and Delivery

Our Staff will prepare meals according to the meal count provided by the facility before each meal service, as well as be responsiveness to last minute needs such as sacks and late arrivals. We will prepare meals using the cook-serve method; consistently portioning food items on the serving line into individual, thermal trays and load them onto appropriate meal carts for delivery by housing location. Diet trays will be labeled according to inmate, type of diet, and housing location.

Meals delivered to the Payson and Juvenile facilities, will be package for safe and secure transport. Using a hand operated packaging system, we will seal each meal in biodegradable, paper based packaging, creating a tamper evident seal while providing sealed compartments (no cross contamination) that are easy to open.

The Meal Delivery Schedule will be in accordance with the facility's meal serving times.

*Biodegradable,  
Paper Based  
Packaging*



*Hand Operated Packaging System*

## Catering and Special Events

Catering and Special Events for the County could include Breakfast, Lunch, Dinner, cookies, pastries, celebrations cakes, or a customized package. Our on-site staff will freshly prepare food items. Serving tables will be setup with tablecloths, attractive centerpieces, garnishes, and can be very simple or elaborate. We will use warming bins or ice to ensure food is served at the appropriate temperature. We will review the needs of each specific occasion and mutually agree on an acceptable plan and cost.

## Sufficient Staff

We will provide adequate staff to oversee and service all aspects of the food and laundry service to maintain an efficient, safe, and secure operation. They will supervise the inmate workers and ensure food safety parameters and kitchen sanitation. Our wage and benefit structures are designed to attract and maintain a quality workforce. Staff key components:

- District Manager Support
- Detailed Job Descriptions
- Competitive Wage and Benefit Programs
- ServSafe Training (required for all Trinity Staff)
- In-Service Training
- Human Resources Support
- Employee Recognition

## Inmate Labor

Per RFP specifications, we will use inmates for food preparation, to serve/tray-line meals, and perform sanitation and cleaning of the kitchen, and equipment. They will be assigned a position and provided with the proper training, orientation, and supervision they need to be effective in food safety, personal hygiene, basic sanitation, food handling, etc.



## Quality Assurance

We will prepare and serve food that meets or exceeds the terms of this proposed agreement, as well as ACA food service industry standards.

Quality Assurance factors include:

- Food Safety – portion control, temperature control, recipe adherence, and conversion
- [Computerized] Food Production System – proper meal count forecasting, preparation, and product pull schedules
- Security Procedures – log procedures for chemicals, sharps, refrigeration, keys, and utensils
- Sanitation – routine cleaning schedules, and regular inspections to monitor and correct any deficiencies
- Safety in the Workplace – open and close checklists, regular safety training meetings, and award incentives for safety champions
- Regulating Agency Compliance – inspection preparation programs and procedures
- Inventory – product accountability, proper product labeling, storage, and stock rotation – first in-first out.
- Frequent District Manager visits – similar to audits, these visits are performed routinely and designed to document areas that need to improve before the next visit and are always shared with the facility.

In addition, we have a full complement of Policy and Procedure Manuals for use in our kitchen operations. This list includes:

- Personnel
- Employee Training
- Purchasing
- Production
- Safety

## Billing Procedures

We will prepare and forward monthly food service statements and weekly laundry service statements to the County. The food statements will reflect the exact number of meals served, while the laundry statements will reflect a fixed amount.

Our “transparent philosophy” translates to providing any back up material you required to ensure an easy and open audit trail exists.

## Communication

You will receive a complete contact list of all applicable support levels in our organization. Our Food Service Director will collaborate with the County to establish an emergency call-in procedure in the event of an emergency or failure to report, will become a liaison to your facility’s management team, and will attend regularly scheduled meetings with your administration, when permissible.

## Problem Resolution

Routine client surveys allow us to receive feedback on how we are doing—making sure we are in sync with your priorities. Should problems or concerns arise, we prefer to resolve them as quickly as possible to a mutual satisfaction. We will follow your established policies on complaint resolution, or together, we can develop a plan that meets with your approval.

Our District Manager performs a very in-depth, yearly audit to ensure contract compliance and that all county, state, and federal regulations standards are met and exceeded.

## Menus

*Trinity's menus will meet the daily requirements specified in the RFP. In addition, we will prepare meals for traditional holidays, special medical and religious diets, and lockdown meals as required by the RFP. In addition, Trinity uses Child Nutrition (CN) Labeled or CN Certified products for Juvenile menus.*

## Food Product Safety and Quality

Trinity Services Group aggressively supports all procurement programs and processes in pursuit of providing the safest and highest quality product to our clients.

The Procurement team recruits, retains, and deploys qualified professionals to ensure best-in-class vendor and product certification with all stakeholders. The team monitors the cost and delivery performance through proprietary key operating indicators.

## Supplier Approval Process

Trinity has identified the safety of incoming goods as a critical point in all unit-level HACCP plans and programming. Our pursuit of vendor certification is an essential program critical to all of our operators. A fundamental requirement of our HACCP plan is that product purchases are only from a Trinity Services Group approved supplier. All opportunity buys or "spot buys" facilitated through our distribution chains are first checked for quality. In addition, all products are USDA inspected Grade B or better. All distribution suppliers follow and meet HACCP guidelines.

The centerpiece of the Trinity vendor QA certification is our requirement of an independent, professional assessment of supplier facilities and operating standards, and validation of their compliance with applicable regulatory requirements to ensure compliance with Trinity expectations. A third-party-conducted "Good Manufacturing Practices," "Warehouse and Distribution Center," or "Good Agricultural Practices" audit is required to be submitted for review (the audit type is dependent upon the nature and scope of the supplier's business). Trinity QA expectations are met if the supplier achieves an acceptable result.

## Vendor Complaint / Issue Resolution Process

Trinity Services Group has a dedicated and robust vendor complaint process. If a unit has an issue with a product, they are trained to reach out immediately to their District Manager. The District Manager then completes a vendor complaint form and sends to the Procurement team. Procurement then takes swift and appropriate action to investigate the complaint.

The Procurement team closely monitors the USDA, FDA, and other product safety related websites daily for product recall and withdrawal announcements. Our manufacturer and distributor partners also notify us of recalls/withdrawals.



## Minimum Food Specifications

### Meat/Seafood

*All meats, meat products, poultry, poultry products, and fish must be government inspected.*

- Beef shall be USDA inspected
- Pork shall be U.S. inspected
- Poultry shall be USDA inspected
- Seafood packed under Federal Inspection (PUFI); frozen fish must be a nationally recognized brand

### Dairy Products

*All dairy products must be U.S. government inspected.*

- Fresh eggs, USDA Grade A or equivalent, 100% candled
- Frozen eggs, USDA inspected
- Milk, pasteurized Grade A

### Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color; U.S. Grade B
- Canned fruits and vegetables selected according to requirements, U.S. Grade B or Fancy. Fruits will be packed in light syrup or water
- Frozen fruits or vegetables shall be U.S. Grade B Choice or better

### Baked Products

Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

### Staple Groceries

Staple groceries to be of a quality commensurate with previously listed standards.



# Adult Cycle Menus

## Trinity Services Group Weekly Adult Menu Gila County Adult Jail

Menu Week 1 Proposed: May 2015

State: ARIZONA

	Meal # 1		Meal # 4		Meal # 7		Meal # 10		Meal # 13		Meal # 16		Meal # 19	
	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	
B	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
R	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy	1 Cup	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy	1 Cup
A	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	(1 OZ Meat)		Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	(1 OZ Meat)	
K	Sausage Patty	2 WZ							Sausage Patty	2 WZ				
F			Biscuit 1/54	1 Each	Biscuit (1/54)	2 Each	Biscuit 1/54	1 Each			Coffee Cake	1/54 Each	Biscuit (1/54)	2 Each
A			Jelly	1 Tbsp			Jelly	1 Tbsp						
S	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
T														
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Meal # 2		Meal # 5		Meal # 8		Meal # 11		Meal # 14		Meal # 17		Meal # 20	
L	T Hot Dogs (10/1)	2 Each	Breaded Chicken Patty	3 WZ	Chili Mac Casserole	1 1/2 Cup	Salisbury Patty	3 WZ	Turkey Roll	3 WZ	Meat Sauce	3/4 Cup	Turkey Salami	3 WZ
U	Mustard	1 Tbsp	Poultry Gravy	1/4 Cup	(2 OZ Meat)		Brown Gravy	1/4 Cup	Sliced Cheese	1 WZ	(2 OZ Meat)		Sliced Cheese	1 WZ
N	Enriched Bread	2 Slice	Mashed Potatoes	1 Cup			Herbed Noodles	1 Cup	Enriched Bread	4 Slice	Pasta Noodles	3/4 Cup	Enriched Bread	4 Slice
C	Potato Salad	1 Cup	Carrots (Vit A)	1/2 Cup	Corn	1/2 Cup	Green Beans	1/2 Cup	Mustard	1 Tbsp	Glazed Carrots	1/2 Cup	Mustard	1 Tbsp
H	Ketchup	1 FZ			Green Salad	1/2 Cup			Salad Dressing	1 Tbsp	Tossed Salad	1/2 Cup	Salad Dressing	1 Tbsp
	Baked Beans	1 Cup	Enriched Bread	2 Slice	with Dressing	1 Tbsp	Enriched Bread	2 Slice	Macaroni Salad	1 Cup	with Dressing	1 Tbsp	Pasta Salad	1 Cup
			Margarine w/Vit A#	1 Tbsp	Cornbread	1/54 Slice	Margarine w/Vit A#	1 Tbsp			Dinner Roll	2 WZ		
	Cake	1/54 Slice	Cookies	2 Each	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Frosted Cake	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Puttiding	1/2 Cup
	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Gelatin Dessert	1/2 Cup	Canned Fruit	1/2 Cup	Fruit Drink with Vit C	1 Cup	Cookies	2 Each	Fruit Drink with Vit C	1 Cup
					Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup						
	Meal # 3		Meal # 6		Meal # 9		Meal # 12		Meal # 15		Meal # 18		Meal # 21	
D	Meat Sauce	3/4 Cup	Burrito Mix (meat & bean)	1 Cup	Spanish Rice/Meat	1 1/2 Cup	Sweet & Sour Chicken	1/2 Cup	Country Stew/Veggies	3/4 Cup	Meatloaf	3 WZ	Chili con Carne/Beans	3/4 Cup
I	(2 OZ Meat)		Flour Tortilla, 6"	1 Each	(2 OZ Meat)		(2 OZ Meat)		(2 OZ Meat)		Brown Gravy	1/4 Cup	(2 OZ Meat)	
N	Pasta Noodles	3/4 Cup	Steamed Rice	1 Cup			White Rice	1 Cup	Noodles	1 Cup	Mashed Potatoes	1 Cup	Steamed Rice	1 Cup
E	Green Beans	1/2 Cup	Mexi-Corn	1/2 Cup	Pinto Beans	1 Cup	Mixed Vegetables (Vit A)	1/2 Cup	Green Peas	1/2 Cup	Peas & Carrots (Vit A)	1/2 Cup	Corn	1/2 Cup
R	Tossed Salad	1/2 Cup			Combread	1/54 Slice	Enriched Bread	1 Slice	Combread	1/54 Slice	Biscuit	1/54 Each	Garden Salad with	1/2 Cup
	with Dressing	1 Tbsp	Shredded Lettuce	1/4 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Dressing	1 Tbsp
	Dinner Roll	2 WZ	Salsa	1 Tbsp	Cookies	2 Each	Cake	1/54 Each	Combread	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Combread	1/54 Slice
	Margarine w/Vit A#	1 Tbsp	Steamed Rice	1 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Cookies	2 Each	Pudding	1/2 Cup	Cookies	2 Each	Cake	1/54 Each	Combread	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Combread	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray. \* = Raw, precooked weight

*Laura Donnelly, R.D.*

May 6, 2015

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

# Adult Cycle Menus (Continued)

Trinity Services Group  
Weekly Adult Menu  
Gila County Adult Jail

Menu Week: 2 Proposed: May 2015

STATE: ARIZONA

	Meal # 22		Meal # 25		Meal # 28		Meal # 31		Meal # 34		Meal # 37		Meal # 40	
	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	
B R E A K F A S T	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Breakfast Meat Gravy (1 OZ Meat)	1 Cup	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ
	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Syrup	1/4 Cup	Sausage Patty	2 WZ	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup
	Sausage Patty	2 WZ	Coffeecake	1/54 Each	Biscuit (1/54)	2 Each	Sausage Patty	2 WZ	Biscuit (1/54)	2 Each	Sausage Patty	2 WZ	Coffeecake	1/54 Each
	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Jelly	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
L U N C H	Hamburger Patty	3 WZ	T Ham	3 WZ	Sloppy Joe Meat Mix	1/2 Cup	Taco Meat Mix	1/2 Cup	T Salami	3 WZ	T Hot Dogs (10/1)	2 Each	T Bologna	3 WZ
	Ketchup	1 Tbsp	Pinto Beans	1 Cup	Burger Bun	1 Each	Shredded Cheese	1/2 WZ	Sliced Cheese	1 WZ	Enriched Bread	2 Slice	Sliced Cheese	1 WZ
	Potato Salad	1 Cup	Carrots	1/2 Cup	Oven Potatoes	1 Cup	Pinto Beans	1 Cup	Enriched Bread	4 Slice	Mustard	1 Tbsp	Enriched Bread	4 Slice
	Green Beans	1/2 Cup	Cornbread	1/54 Each	Ketchup	1 FZ	Mexi-corn	1/2 Cup	Mustard	1 Tbsp	Baked Beans	1 Cup	Mustard	1 Tbsp
	Enriched Bread	2 Slice	Margarine w/Vit A#	1 Tbsp	Coleslaw	1/2 Cup	Salsa	1 FZ	Salad Dressing	1 Tbsp	Ketchup	1 FZ	Salad Dressing	1 Tbsp
	Pudding	1/2 Cup	Gelatin Dessert	1/2 Cup	Cookies	2 Each	Tortillas, corn 6"	2 Each	Pasta Salad	1 Cup	Potato Salad	1 Cup	Coleslaw	1 Cup
	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Cake	1/54 Slice	Pudding	1/2 Cup	Gelatin Dessert	1/2 Cup	Cookies	2 Each
D I N E R	Chili Mac Casserole (2 OZ Meat)	1 1/2 Cup	Turkey Tetrazzini (2 OZ Meat) over Noodles	3/4 Cup	AuGratin Potatoes w/ T Ham (3 OZ)	1 1/2 Cup	Sliced Turkey	3 WZ	Burrito Mix (meat & bean)	1 Cup	BBQ Chicken	4 WZ	Grd Meat Stroganoff Sauce (2 OZ Meat)	3/4 Cup
	Pinto Beans	3/4 Cup	Green Peas	1/2 Cup	Peas & Carrots (Vit A)	1/2 Cup	Poultry Gravy	1/4 Cup	Flour Tortilla, 6"	1 Each	Rice Pilaf	1 Cup	Seasoned Noodles	3/4 Cup
	Green Salad with Dressing	1 Tbsp	Enriched Bread	2 Slice	Tossed Salad with Dressing	1 Tbsp	Mashed Potatoes	1 Cup	Steamed Rice	1 Cup	Green Beans	1/2 Cup	Mixed Vegetables (Vit A)	1/2 Cup
	Cornbread	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Biscuit	1/54 Each	Enriched Bread	2 Slice	Mixed Vegetables	1/2 Cup	Cornbread	1/54 Slice	Biscuit	1/54 Slice
	Margarine w/Vit A#	1 Tbsp	Pudding	1/2 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Salsa	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Cookies	2 Each	Fruit Drink with Vit C	1 Cup	Glazed Cake	1/54 Each	Cookies	2 Each	Glazed Cake	1/54 Slice	Pudding	1/2 Cup	Cake	1/54 Slice
	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

*Sanna Donnelly, R.D.*

May 6, 2015

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

# Adult Cycle Menus (Continued)

## Trinity Services Group Weekly Adult Menu Gila County Adult Jail

Menu Week: 3 Proposed: May 2015

STATE: ARIZONA

	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #
	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
B R E A K F A S T	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup
	Pancakes; 4" 3 Each	Scrambled Eggs 3 FZ	Breakfast Meat Gravy (1 OZ Meat) 1 Cup	Scrambled Eggs 3 FZ	Breakfast Meat Gravy (1 OZ Meat) 1 Cup	Pancakes; 4" 3 Each	Scrambled Eggs 3 FZ	Pancakes; 4" 3 Each	Scrambled Eggs 3 FZ
	Syrup 1/4 Cup	Hash Brown Potatoes 1 Cup		Hash Brown Potatoes 1 Cup		Syrup 1/4 Cup	Hash Brown Potatoes 1 Cup	Syrup 1/4 Cup	Hash Brown Potatoes 1 Cup
	Sausage Patty 2 WZ		Biscuit (1/54) 2 Each	Coffeecake 1/54 Each	Biscuit (1/54) 2 Each	Sausage Patty 2 WZ		Biscuit (1/54) 2 Each	Coffeecake 1/54 Each
	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp
	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup
	Meal # 44	Meal # 47	Meal # 50	Meal # 53	Meal # 56	Meal # 59	Meal # 62	Meal # 65	Meal # 68
L U N C H	Salisbury Patty 3 WZ	Meat Sauce (2 OZ Meat) 3/4 Cup	Turkey Stew/Veggies (2 OZ Meat) 3/4 Cup	Spanish Rice w/Meat (2 OZ Meat) 1 1/2 Cup	T Bologna 3 WZ	Chicken Noodle Casserole 1 1/2 Cup	Turkey Salad 4 WZ	Salisbury Patty 3 WZ	Meat Sauce (2 OZ Meat) 3/4 Cup
	Brown Gravy 1/4 Cup	Pasta Noodles 3/4 Cup	Rice 3/4 Cup	Enriched Bread 4 Slice	Sliced Cheese 1 WZ		Sliced Cheese 1 WZ	Brown Gravy 1/4 Cup	Pasta Noodles 3/4 Cup
	Mashed Potatoes 1 Cup	Peas 1/2 Cup	Mixed Veg. (Vit A) 1/2 Cup	Corn 1/2 Cup	Mustard 1 Tbsp	Carrots 1/2 Cup	Macaroni Salad 1 Cup	Mashed Potatoes 1 Cup	Peas 1/2 Cup
	Peas & Carrots (Vit A) 1/2 Cup	Tossed Salad with Dressing 1 Tbsp		Green Salad with Dressing 1 Tbsp	Salad Dressing 1 Tbsp	Tossed Salad with Dressing 1 Tbsp	Mustard 1 Tbsp	Peas & Carrots (Vit A) 1/2 Cup	Tossed Salad with Dressing 1 Tbsp
	Dinner Roll 2 WZ	Dinner Roll 2 WZ	Biscuit (1/54) 1 Each	Enriched Bread 1 Slice	Colestlaw 1 Cup	Cornbread 1/54 Each	Salad Dressing 1 Tbsp	Dinner Roll 2 WZ	Dinner Roll 2 WZ
	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp		Margarine w/Vit A# 1 Tbsp		Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp
	Pudding 1/2 Cup	Cake 1/54 Slice	Cookies 2 Each	Pudding 1/2 Cup	Cookies 2 Each	Cake 1/54 Each		Pudding 1/2 Cup	Cake 1/54 Each
	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup		Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup
	Meal # 45	Meal # 48	Meal # 51	Meal # 54	Meal # 57	Meal # 60	Meal # 63	Meal # 66	Meal # 69
D I N N E R	Taco Mix 1/2 Cup	T Ham 3 WZ	Chili con Carne/Beans (2 OZ Meat) 3/4 Cup	Chicken Teriyaki (2 OZ Meat) 1/2 Cup	Meat Loaf 3 WZ	Meat Sauce (2 OZ Meat) 3/4 Cup	Turkey Stir Fry (2 OZ Meat) 1/2 Cup	Taco Mix 1/2 Cup	T Ham 3 WZ
	Corn Tortills, 6" 2 Each	Pinto Beans 1 Cup	Noodles 3/4 Cup	Steamed Rice 1 Cup	Gravy 1/4 Cup	Spaghetti Pasta 3/4 Cup	White Rice 1 Cup	Corn Tortills, 6" 2 Each	Pinto Beans 1 Cup
	Spanish Rice 1 Cup	Green Beans 1/2 Cup	Tossed Salad with Dressing 1/2 Cup	Carrots (Vit A) 1/2 Cup	Mashed Potatoes 1 Cup	Mixed Vegetables 1/2 Cup	Peas 1/2 Cup	Spanish Rice 1 Cup	Green Beans 1/2 Cup
	Shredded Cheese 1/2 WZ		Combread 1/54 Slice	Biscuit 1/54 Each	Green Beans 1/2 Cup	Tossed Salad with Dressing 1/2 Cup		Shredded Cheese 1/2 WZ	
	Mexi-Corn 1/2 Cup	Biscuit 1/54 Each	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Dinner Roll 2 WZ	Dinner Roll 2 WZ	Biscuit 1/54 Each	Mexi-Corn 1/2 Cup	Biscuit 1/54 Each
	Salsa 1 FZ	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Salsa 1 FZ	Margarine w/Vit A# 1 Tbsp
	Shredded Lettuce 1/4 Cup	Pudding 1/2 Cup	Gelatin Dessert 1/2 Cup	Cake 1/54 Each	Cookies 2 Each	Pudding 1/2 Cup	Cake 1/54 Each	Shredded Lettuce 1/4 Cup	Pudding 1/2 Cup
	Cookies 2 Each	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Fruit Drink with Vit C 1 Cup	Cookies 2 Each	Fruit Drink with Vit C 1 Cup
	Fruit Drink with Vit C 1 Cup							Fruit Drink with Vit C 1 Cup	

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.

#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

Laura Donnelly, R.D.

May 6, 2015

Dietitians Signature

Date

Food Service Manager

Date

Client's Signature

Date

# Adult Cycle Menus (Continued)

## Trinity Services Group Weekly Adult Menu Gila County Adult Jail

Menu Week: 4 Proposed: May 2015

STATE: ARIZONA

	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	
	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #	Meal #
B R E A K F A S T	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy	1 Cup	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ
	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	Syrup	(1 OZ Meat)	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup
	Sausage Patty	2 WZ	Coffee Cake	1/54 Slice	Sausage Patty	2 WZ	Coffee Cake	1/54 Slice	Biscuit (1/54)	2 Each	Sausage Patty	2 WZ	Biscuit	1/54 Each
	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Jelly	1 Tbsp
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Meal # 64		Meal # 65		Meal # 66		Meal # 67		Meal # 68		Meal # 69		Meal # 70	
L U N C H	Hamburger Patty	3 WZ	Breaded Chicken Patty	3 WZ	Taco Meat (2 OZ) Mix	1/2 Cup	T Hot Dogs (10/1)	2 Each	Turkey Roll	3 WZ	Sloppy Joe Meat Mix	1/2 Cup	T Bologna	3 WZ
	Brown Gravy	1/4 Cup	Enriched Bread	2 Slice	Shredded Cheese	1/2 WZ	Enriched Bread	2 Slice	Sliced Cheese	1 WZ	Burger Bun	1 Each	Sliced Cheese	1 WZ
	Mashed Potatoes	1 Cup	Salad Dressing	1 Tbsp	Pinto Beans	1 Cup	Mustard	1 Tbsp	Enriched Bread	4 Slice	Ketchup	1 FZ	Enriched Bread	4 Slice
	Green Beans	1/2 Cup	Carrots (Vit A)	1/2 Cup	Corn	1/2 Cup	Potato Salad	1 Cup	Mustard	1 Tbsp	Oven Potatoes	1 Cup	Mustard	1 Tbsp
	Enriched Bread	2 Slice	Pasta Salad	1 Cup	Salsa	1 FZ	Ketchup	1 FZ	Salad Dressing	1 Tbsp	Carrots (vit A)	1/2 Cup	Salad Dressing	1 Tbsp
	Margarine w/Vit A#	1 Tbsp	Corn Tortillas 6"	2 Each	Shredded Lettuce	1/4 Cup	Baked Beans	1 Cup	Coleslaw	1 Cup	Macaroni Salad	1 Cup	Macaroni Salad	1 Cup
	Canned Fruit	1/2 Cup	Shredded Lettuce	1/4 Cup	Cookies	2 Each	Gelatin Dessert	1/2 Cup	Canned Fruit	1/2 Cup	Cake	1/54 Slice	Cake	1/54 Slice
	Fruit Drink with Vit C	1 Cup	Pudding	1/2 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Cake	1/54 Slice	Cake	1/54 Slice
	Meal # 65		Meal # 66		Meal # 67		Meal # 68		Meal # 69		Meal # 70		Meal # 71	
D I N N E R	Ground Meat Stroganoff	3/4 Cup	Ground Meat Stew (2 OZ Meat)	3/4 Cup	Turkey Tetrizzini (2 OZ Meat)	3/4 Cup	Meat Loaf	3 WZ	Meat Sauce	3/4 Cup	Green Chili Stew	1 1/4 Cup	Sliced Turkey	3 WZ
	Sauce (2 OZ Meat)	3/4 Cup	Steamed Rice	1 Cup	Seasoned Noodles	1 Cup	Brown Gravy	1/4 Cup	(2 OZ Meat)	3/4 Cup	Pinto Beans	1 Cup	Poultry Gravy	1/4 Cup
	Seasoned Noodles	3/4 Cup	Green Salad with Dressing	1/2 Cup	Mixed Vegetables (Vit A)	1/2 Cup	Mashed Potatoes	1 Cup	Spaghetti Pasta	3/4 Cup	Mexi-corn	1/2 Cup	Herbed Noodles	1 Cup
	Mixed Vegetables (Vit A)	1/2 Cup	Combread	1/54 Slice	Biscuit	1/54 Each	Peas & Carrots (Vit A)	1/2 Cup	Green Beans	1/2 Cup	Salsa	1 Tbsp	Peas & Carrots (Vit A)	1/2 Cup
	Biscuit	1/54 Each	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Dinner Roll	2 WZ	Tossed Salad with Dressing	1/2 Cup	Tortillas, corn, 6"	2 Each	Combread	1/54 Each
	Margarine w/Vit A#	1 Tbsp	Cookies	2 Each	Cake	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Dinner Roll	2 WZ	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Cake	1/54 Slice	Fruit Drink with Vit C	1 Cup	Fruit Drink with Vit C	1 Cup	Pudding	1/2 Cup	Margarine w/Vit A#	1 Tbsp	Cookies	2 Each	Cookies	2 Each
	Fruit Drink with Vit C	1 Cup	Meal # 66		Meal # 67		Meal # 68		Meal # 69		Meal # 70		Meal # 71	
	Meal # 66		Meal # 67		Meal # 68		Meal # 69		Meal # 70		Meal # 71		Meal # 72	
	Meal # 67		Meal # 68		Meal # 69		Meal # 70		Meal # 71		Meal # 72		Meal # 73	
	Meal # 68		Meal # 69		Meal # 70		Meal # 71		Meal # 72		Meal # 73		Meal # 74	
	Meal # 69		Meal # 70		Meal # 71		Meal # 72		Meal # 73		Meal # 74		Meal # 75	
	Meal # 70		Meal # 71		Meal # 72		Meal # 73		Meal # 74		Meal # 75		Meal # 76	
	Meal # 71		Meal # 72		Meal # 73		Meal # 74		Meal # 75		Meal # 76		Meal # 77	
	Meal # 72		Meal # 73		Meal # 74		Meal # 75		Meal # 76		Meal # 77		Meal # 78	
	Meal # 73		Meal # 74		Meal # 75		Meal # 76		Meal # 77		Meal # 78		Meal # 79	
	Meal # 74		Meal # 75		Meal # 76		Meal # 77		Meal # 78		Meal # 79		Meal # 80	
	Meal # 75		Meal # 76		Meal # 77		Meal # 78		Meal # 79		Meal # 80		Meal # 81	
	Meal # 76		Meal # 77		Meal # 78		Meal # 79		Meal # 80		Meal # 81		Meal # 82	
	Meal # 77		Meal # 78		Meal # 79		Meal # 80		Meal # 81		Meal # 82		Meal # 83	
	Meal # 78		Meal # 79		Meal # 80		Meal # 81		Meal # 82		Meal # 83		Meal # 84	
	Meal # 79		Meal # 80		Meal # 81		Meal # 82		Meal # 83		Meal # 84		Meal # 85	
	Meal # 80		Meal # 81		Meal # 82		Meal # 83		Meal # 84		Meal # 85		Meal # 86	
	Meal # 81		Meal # 82		Meal # 83		Meal # 84		Meal # 85		Meal # 86		Meal # 87	
	Meal # 82		Meal # 83		Meal # 84		Meal # 85		Meal # 86		Meal # 87		Meal # 88	
	Meal # 83		Meal # 84		Meal # 85		Meal # 86		Meal # 87		Meal # 88		Meal # 89	
	Meal # 84		Meal # 85		Meal # 86		Meal # 87		Meal # 88		Meal # 89		Meal # 90	
	Meal # 85		Meal # 86		Meal # 87		Meal # 88		Meal # 89		Meal # 90		Meal # 91	
	Meal # 86		Meal # 87		Meal # 88		Meal # 89		Meal # 90		Meal # 91		Meal # 92	
	Meal # 87		Meal # 88		Meal # 89		Meal # 90		Meal # 91		Meal # 92		Meal # 93	
	Meal # 88		Meal # 89		Meal # 90		Meal # 91		Meal # 92		Meal # 93		Meal # 94	
	Meal # 89		Meal # 90		Meal # 91		Meal # 92		Meal # 93		Meal # 94		Meal # 95	
	Meal # 90		Meal # 91		Meal # 92		Meal # 93		Meal # 94		Meal # 95		Meal # 96	
	Meal # 91		Meal # 92		Meal # 93		Meal # 94		Meal # 95		Meal # 96		Meal # 97	
	Meal # 92		Meal # 93		Meal # 94		Meal # 95		Meal # 96		Meal # 97		Meal # 98	
	Meal # 93		Meal # 94		Meal # 95		Meal # 96		Meal # 97		Meal # 98		Meal # 99	
	Meal # 94		Meal # 95		Meal # 96		Meal # 97		Meal # 98		Meal # 99		Meal # 100	

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

Laura Donnelly, R.D.

May 6, 2015

Dietitians Signature

Date

Food Service Manager

Date

Client's Signature

Date

## Adult Weekly Nutritional Analysis

Multi Column: Week 1 Gila Co AZ Adult Menu | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	2955.84
Protein (g)	97.90
Fat (g)	118.13
Carbohydrates (g)	385.30
Cholesterol (mg)	312.51
Dietary Fiber (g)	31.54
<b>Vitamins</b>	
Vitamin C (mg)	181.74
Vitamin A - IU (IU)	5418.20
Vitamin D - IU (IU)	292.48
<b>Minerals</b>	
Sodium (mg)	4703.62
Iron (mg)	27.01
Calcium (mg)	931.36

Multi Column: Week 2 Gila Co AZ Adult Menu bid | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	2910.93
Protein (g)	97.01
Fat (g)	116.56
Carbohydrates (g)	378.94
Cholesterol (mg)	296.02
Dietary Fiber (g)	31.87
<b>Vitamins</b>	
Vitamin C (mg)	152.22
Vitamin A - IU (IU)	7763.07
Vitamin D - IU (IU)	295.42
<b>Minerals</b>	
Sodium (mg)	4574.59
Iron (mg)	26.46
Calcium (mg)	806.28



## Adult Weekly Nutritional Analysis (Continued)

Multi Column: Week 3 Gila Co AZ Adult Menu bid \* | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	2932.59
Protein (g)	95.91
Fat (g)	118.42
Carbohydrates (g)	384.75
Cholesterol (mg)	318.42
Dietary Fiber (g)	36.94
<b>Vitamins</b>	
Vitamin C (mg)	194.19
Vitamin A - IU (IU)	5870.10
Vitamin D - IU (IU)	289.51
<b>Minerals</b>	
Sodium (mg)	4419.67
Iron (mg)	26.64
Calcium (mg)	916.28

Multi Column: Week 4 Gila Co AZ Adult Menu bid | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	2931.84
Protein (g)	98.70
Fat (g)	118.53
Carbohydrates (g)	376.69
Cholesterol (mg)	306.07
Dietary Fiber (g)	30.86
<b>Vitamins</b>	
Vitamin C (mg)	171.88
Vitamin A - IU (IU)	6962.60
Vitamin D - IU (IU)	285.47
<b>Minerals</b>	
Sodium (mg)	4731.94
Iron (mg)	28.29
Calcium (mg)	896.67

# Juvenile Cycle Menus

## Trinity Services Group Weekly Adult Menu Gila County Juvenile Facility

Menu Week 1 Proposed: May 2015

State: ARIZONA

	Meal # 1		Meal # 4		Meal # 7		Meal # 10		Meal # 13		Meal # 16		Meal # 19	
	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	
B R E A K F A S T	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy (1 OZ Meat)	1 Cup	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy (1 OZ Meat)	1 Cup
	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup			Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup		
	Sausage Patty	2 WZ							Sausage Patty	2 WZ				
L U N C H	Margarine w/Vit A#	1 Tbsp	Biscuit 1/54 Jelly	1 Each 1 Tbsp	Biscuit (1/54)	2 Each	Biscuit 1/54 Jelly	1 Each 1 Tbsp	Margarine w/Vit A#	1 Tbsp	Coffee Cake	1/54 Each	Biscuit (1/54)	2 Each
	Low Fat Milk	1 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
D I N N E R	Meal # 2		Meal # 5		Meal # 8		Meal # 11		Meal # 14		Meal # 17		Meal # 20	
	Peanut Butter	3 WZ	T Bologna	3 WZ	T Ham	3 WZ	T Salami	3 WZ	T Ham	3 WZ	T Bologna	3 WZ	T Salami	3 WZ
	Jelly	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice
S N A C K	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each
	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each
	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ	Popcorn	1 WZ	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ
	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each
D I N N E R	Meal # 3		Meal # 6		Meal # 9		Meal # 12		Meal # 15		Meal # 18		Meal # 21	
	Meat Sauce (2 OZ Meat)	3/4 Cup	Burrito Mix (meat & bean)	1 Cup	Spanish Rice/Meat (2 OZ Meat)	1 1/2 Cup	Sweet & Sour Chicken (2 OZ Meat)	1/2 Cup	Country Stew/Veggies (2 OZ Meat)	3/4 Cup	Meatloaf	3 WZ	Chili con Carne/Beans (2 OZ Meat)	3/4 Cup
	Pasta Noodles	3/4 Cup	Flour Tortilla, 6"	1 Each			White Rice	1 Cup	Noodles	1 Cup	Brown Gravy	1/4 Cup	Steamed Rice	1 Cup
	Green Beans	1/2 Cup	Steamed Rice	1 Cup			Mixed Vegetables (Vit A)	1/2 Cup	Green Peas	1/2 Cup	Mashed Potatoes	1 Cup		
S N A C K	Tossed Salad with Dressing	1/2 Cup 1 Tbsp	Mexi-Corn	1/2 Cup	Pinto Beans	1 Cup					Peas & Carrots (Vit A)	1/2 Cup	Corn	1/2 Cup
	Dinner Roll	2 WZ	Shredded Lettuce	1/4 Cup	Cornbread	1/54 Slice	Enriched Bread	1 Slice	Cornbread	1/54 Slice	Biscuit	1/54 Each	Cornbread	1/54 Slice
	Margarine w/Vit A#	1 Tbsp	Salsa	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Cookies	2 Each	Pudding	1/2 Cup	Cookies	2 Each	Cake	1/54 Each	Pudding	1/2 Cup	Canned Fruit	1/2 Cup	Gelatin Dessert	1/2 Cup
S N A C K	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Cookies	2 Each	Peanut Butter	2 WZ	Cake	1/54 Each	Peanut Butter	2 WZ	Graham Crackers Sq	3 Each	Peanut Butter	2 WZ	Cake	1/54 Each
	Jelly	1 WZ	Jelly	1 WZ			Jelly	1 WZ			Jelly	1 WZ		
	Wheat Bread	2 Slice	Wheat Bread	2 Slice			Wheat Bread	2 Slice			Wheat Bread	2 Slice		
S N A C K	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray. \* = Raw, precooked weight

Sandra Donnelly, R.D.

May 7, 2015

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

# Juvenile Cycle Menus (Continued)

Trinity Services Group  
Weekly Adult Menu  
Gila County Juvenile Facility

Menu Week: 2 Proposed: May 2015

STATE: ARIZONA

	Meal #	THURSDAY	Meal #	FRIDAY	Meal #	SATURDAY	Meal #	SUNDAY	Meal #	MONDAY	Meal #	TUESDAY	Meal #	WEDNESDAY	Meal #
B		Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
E		Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Breakfast Meat Gravy	1 Cup	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ
A		Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Syrup	1/4 Cup	(1 OZ Meat)	1 Cup	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup
K		Sausage Patty	2 WZ			Sausage Patty	2 WZ	Sausage Patty	2 WZ			Sausage Patty	2 WZ		
F				Coffeecake	1/54 Each	Biscuit (1/54)	2 Each			Biscuit (1/54)	2 Each			Coffeecake	1/54 Each
A		Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Jelly	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
S						Margarine w/Vit A#	1 Tbsp								
T		Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Meal # 23				Meal # 26				Meal # 29				Meal # 32		
		T Ham	3 WZ	T Bologna	3 WZ	T Salami	3 WZ	T Ham	3 WZ	Peanut Butter	3 WZ	T Salami	3 WZ	T Ham	3 WZ
		Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
		Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice
L		Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each			Salad Dressing	1 Each	Salad Dressing	1 Each
N		Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each			Mustard	1 Each	Mustard	1 Each
C		Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ
H		Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each
		Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Meal # 24				Meal # 27				Meal # 30				Meal # 33		
		Chili Mac Casserole (2 OZ Meat)	1 1/2 Cup	Turkey Tetrazzini (2 OZ Meat) over Noodles	3/4 Cup	AuGratin Potatoes w/ T Ham (3 OZ)	1 1/2 Cup	Sliced Turkey	3 WZ	Burrito Mix (meat & bean)	1 Cup	BBQ Chicken	4 WZ	Grd Meat Stroganoff Sauce (2 OZ Meat)	3/4 Cup
D		Pinto Beans	3/4 Cup	Green Peas	1/2 Cup	Peas & Carrots (Vit A)	1/2 Cup	Poultry Gravy	1/4 Cup	Flour Tortilla, 6"	1 Each	Rice Pilaf	1 Cup	Seasoned Noodles	3/4 Cup
I		Green Salad with Dressing	1 Tbsp	Enriched Bread	2 Slice	Tossed Salad with Dressing	1 Tbsp	Mashed Potatoes	1 Cup	Steamed Rice	1 Cup	Green Beans	1/2 Cup	Mixed Vegetables (Vit A)	1/2 Cup
N		Combread	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Biscuit	1/54 Each			Mixed Vegetables	1/2 Cup				
E		Margarine w/Vit A#	1 Tbsp	Pudding	1/2 Cup	Margarine w/Vit A#	1 Tbsp	Enriched Bread	2 Slice			Combread	1/54 Slice	Biscuit	1/54 Slice
R		Cookies	2 Each	Glazed Cake	1/54 Each	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Salsa	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
		Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Cookies	2 Each	Glazed Cake	1/54 Slice	Pudding	1/2 Cup	Cake	1/54 Slice
		Cookies	2 Each	Low Fat Milk	1 Cup	Cake	1/54 Each	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
S				Peanut Butter	2 WZ			Peanut Butter	2 WZ	Graham Crackers Sq	3 Each	Peanut Butter	2 WZ	Cake	1/54 Each
N				Jelly	1 WZ			Jelly	1 WZ			Jelly	1 WZ		
K				Wheat Bread	2 Slice			Wheat Bread	2 Slice			Wheat Bread	2 Slice		
		Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

Laura Donnelly, R.D

May 7, 2015

Dietitians Signature

Date

Food Service Director

Date

Client's Signature

Date

# Juvenile Cycle Menus (Continued)

## Trinity Services Group Weekly Adult Menu Gila County Juvenile Facility

Menu Week: 3 Proposed: May 2015

STATE: ARIZONA

	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
	Meal # 43	Meal # 46	Meal # 49	Meal # 52	Meal # 55	Meal # 58	Meal # 61
B R E A K F A S T	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup	Hot Cereal, sweetened 1 Cup
	Pancakes; 4" 3 Each	Scrambled Eggs 3 FZ	Breakfast Meat Gravy 1 Cup	Scrambled Eggs 3 FZ	Breakfast Meat Gravy 1 Cup	Pancakes; 4" 3 Each	Scrambled Eggs 3 FZ
	Syrup 1/4 Cup	Hash Brown Potatoes 1 Cup	(1 OZ Meat)	Hash Brown Potatoes 1 Cup	(1 OZ Meat)	Syrup 1/4 Cup	Hash Brown Potatoes 1 Cup
	Sausage Patty 2 WZ	Biscuit 1/54 Each	Biscuit (1/54) 2 Each	Coffeecake 1/54 Each	Biscuit (1/54) 2 Each	Sausage Patty 2 WZ	Biscuit 1/54 Each
	Jelly 1 Tbsp	Jelly 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Jelly 1 Tbsp	Jelly 1 Tbsp
	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp
	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup
	Meal # 44	Meal # 47	Meal # 50	Meal # 53	Meal # 56	Meal # 59	Meal # 62
L U N C H	T Bologna 3 WZ	T Ham 3 WZ	Peanut Butter 3 WZ	T Ham 3 WZ	T Bologna 3 WZ	T Salami 3 WZ	T Ham 3 WZ
	Sliced Cheese 1 WZ	Sliced Cheese 1 WZ	Jelly 1 WZ	Sliced Cheese 1 WZ	Sliced Cheese 1 WZ	Sliced Cheese 1 WZ	Sliced Cheese 1 WZ
	Wheat Bread 4 Slice	Wheat Bread 4 Slice	Wheat Bread 4 Slice	Wheat Bread 4 Slice	Wheat Bread 4 Slice	Wheat Bread 4 Slice	Wheat Bread 4 Slice
	Salad Dressing 1 Each	Salad Dressing 1 Each	Salad Dressing 1 Each	Salad Dressing 1 Each	Salad Dressing 1 Each	Salad Dressing 1 Each	Salad Dressing 1 Each
	Mustard 1 Each	Mustard 1 Each	Mustard 1 Each	Mustard 1 Each	Mustard 1 Each	Mustard 1 Each	Mustard 1 Each
	Chips 1 WZ	Popcorn 1 Cup	Chips 1 WZ	Popcorn 1 Cup	Chips 1 WZ	Popcorn 1 Cup	Chips 1 WZ
	Cookies 2 Each	Cookies 2 Each	Cookies 2 Each	Cookies 2 Each	Cookies 2 Each	Cookies 2 Each	Cookies 2 Each
	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup
	Meal # 45	Meal # 48	Meal # 51	Meal # 54	Meal # 57	Meal # 60	Meal # 63
D I N N E R	Taco Mix 1/2 Cup	T Ham 3 WZ	Chili con Carne/Beans (2 OZ Meat) 3/4 Cup	Chicken Teriyaki (2 OZ Meat) 1/2 Cup	Meat Loaf 3 WZ	Meat Sauce (2 OZ Meat) 3/4 Cup	Turkey Stir Fry (2 OZ Meat) 1/2 Cup
	Corn Tortills, 6" 2 Each	Pinto Beans 1 Cup	Noodles 3/4 Cup	Steamed Rice 1 Cup	Gravy 1/4 Cup	Spaghetti Pasta 3/4 Cup	White Rice 1 Cup
	Spanish Rice 1 Cup	Green Beans 1/2 Cup	Tossed Salad with Dressing 1/2 Cup	Carrots (Vit A) 1/2 Cup	Mashed Potatoes 1 Cup	Mixed Vegetables 1/2 Cup	Peas 1/2 Cup
	Shredded Cheese 1/2 WZ	Biscuit 1/54 Each	Cornbread 1/54 Slice	Biscuit 1/54 Each	Green Beans 1/2 Cup	Tossed Salad with Dressing 1/2 Cup	Biscuit 1/54 Each
	Mexi-Corn 1/2 Cup	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp	Green Beans 1/2 Cup	Dinner Roll 2 WZ	Margarine w/Vit A# 1 Tbsp
	Salsa 1 FZ	Pudding 1/2 Cup	Gelatin Dessert 1/2 Cup	Cake 1/54 Each	Green Beans 1/2 Cup	Dinner Roll 2 WZ	Margarine w/Vit A# 1 Tbsp
	Shredded Lettuce 1/4 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Green Beans 1/2 Cup	Margarine w/Vit A# 1 Tbsp	Margarine w/Vit A# 1 Tbsp
	Cookies 2 Each	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Green Beans 1/2 Cup	Pudding 1/2 Cup	Pudding 1/2 Cup
	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup
S N A K	Cookies 2 Each	Peanut Butter 2 WZ	Cake 1/54 Each	Peanut Butter 2 WZ	Graham Crackers Sq 3 Each	Peanut Butter 2 WZ	Cake 1/54 Each
	Jelly 1 WZ	Jelly 1 WZ	Jelly 1 WZ	Jelly 1 WZ	Jelly 1 WZ	Jelly 1 WZ	Jelly 1 WZ
	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Wheat Bread 2 Slice
	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup	Low Fat Milk 1 Cup

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.

#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

*Laura Donnelly, R.D.*

May 7, 2015

Dietitians Signature

Date

Food Service Manager

Date

Client's Signature

Date

# Juvenile Cycle Menus (Continued)

## Trinity Services Group Weekly Adult Menu Gila County Juvenile Facility

Menu Week: 4 Proposed: May 2015

STATE: ARIZONA

	Meal # 64		Meal # 67		Meal # 70		Meal # 73		Meal # 76		Meal # 79		Meal # 82	
	THURSDAY		FRIDAY		SATURDAY		SUNDAY		MONDAY		TUESDAY		WEDNESDAY	
B R E A K F A S T	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup	Hot Cereal, sweetened	1 Cup
	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ	Breakfast Meat Gravy (1 OZ Meat)	1 Cup	Pancakes, 4"	3 Each	Scrambled Eggs	3 FZ
	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup	Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup			Syrup	1/4 Cup	Hash Brown Potatoes	1 Cup
	Sausage Patty	2 WZ			Sausage Patty	2 WZ					Sausage Patty	2 WZ		
			Coffee Cake	1/54 Slice			Coffee Cake	1/54 Slice	Biscuit (1/54)	2 Each			Biscuit	1/54 Each
	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Meal # 65		Meal # 68		Meal # 71		Meal # 74		Meal # 77		Meal # 80		Meal # 83	
L U N C H	T Bologna	3 WZ	T Ham	3 WZ	T Salami	3 WZ	T Bologna	3 WZ	Peanut Butter	3 WZ	T Salami	3 WZ	T Bologna	3 WZ
	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ	Jelly	1 WZ	Sliced Cheese	1 WZ	Sliced Cheese	1 WZ
	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice	Wheat Bread	4 Slice
	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each	Salad Dressing	1 Each			Salad Dressing	1 Each	Salad Dressing	1 Each
	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each	Mustard	1 Each			Mustard	1 Each	Mustard	1 Each
	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ	Popcorn	1 Cup	Chips	1 WZ
	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each	Cookies	2 Each
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
	Meal # 66		Meal # 69		Meal # 72		Meal # 75		Meal # 78		Meal # 81		Meal # 84	
D I N N E R	Ground Meat Stroganoff Sauce (2 OZ Meat)	3/4 Cup	Ground Meat Stew (2 OZ Meat)	3/4 Cup	Turkey Tetrizzini (2 OZ Meat)	3/4 Cup	Meat Loaf	3 WZ	Meat Sauce (2 OZ Meat)	3/4 Cup	Green Chili Stew	1 1/4 Cup	Sliced Turkey	3 WZ
	Seasoned Noodles	3/4 Cup	Steamed Rice	1 Cup	Seasoned Noodles	1 Cup	Brown Gravy	1/4 Cup	Spaghetti Pasta	3/4 Cup	Pinto Beans	1 Cup	Poultry Gravy	1/4 Cup
	Mixed Vegetables (Vit A)	1/2 Cup	Green Salad with Dressing	1/2 Cup 1 Tbsp	Mixed Vegetables (Vit A)	1/2 Cup	Mashed Potatoes	1 Cup					Herbed Noodles	1 Cup
	Biscuit	1/54 Each	Cornbread	1/54 Slice	Biscuit	1/54 Each	Peas & Carrots (Vit A)	1/2 Cup	Green Beans	1/2 Cup	Mexi-corn	1/2 Cup	Peas & Carrots (Vit A)	1/2 Cup
	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Dinner Roll	2 WZ	Tossed Salad with Dressing	1/2 Cup 1 Tbsp	Salsa	1 Tbsp		
	Cake	1/54 Slice	Cookies	2 Each	Cake	1/54 Slice	Margarine w/Vit A#	1 Tbsp	Dinner Roll	2 WZ	Tortillas, corn, 6"	2 Each	Cornbread	1/54 Each
	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Pudding	1/2 Cup	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp	Margarine w/Vit A#	1 Tbsp
S N C K	Cookies	2 Each	Peanut Butter	2 WZ	Cake	1/54 Each	Low Fat Milk	1 Cup	Cookies	2 Each	Pudding	1/2 Cup	Cookies	2 Each
			Jelly	1 WZ			Peanut Butter	2 WZ	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Low Fat Milk	1 Cup
			Wheat Bread	2 Slice			Jelly	1 WZ	Graham Crackers Sq	3 Each	Peanut Butter	2 WZ	Cake	1/54 Each
			Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Wheat Bread	2 Slice			Jelly	1 WZ		
							Low Fat Milk	1 Cup	Low Fat Milk	1 Cup	Wheat Bread	2 Slice	Low Fat Milk	1 Cup

\*Items designated by "FZ" are volume measurements. \*Items designated by "WZ" are weighted measurements. \*Menus are subject to change without notice due to product availability, production problems or security concerns. \*One each salt & pepper packets served with meals as needed.  
#Margarine and sugar are used in recipes and SOPs and may not appear on tray.

*Saura Donnelly, R.D.*

May 7, 2015

Dietitians Signature

Date

Food Service Manager

Date

Client's Signature

Date

## Juvenile Weekly Nutritional Analysis

Multi Column: Week 1 Gila Co AZ, Juvenile bid \* | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	3559.16
Protein (g)	140.18
Fat (g)	128.51
Carbohydrates (g)	478.43
Cholesterol (mg)	356.20
Dietary Fiber (g)	44.30
<b>Vitamins</b>	
Vitamin C (mg)	133.18
Vitamin A - IU (IU)	28393....
Vitamin D - IU (IU)	531.16
<b>Minerals</b>	
Sodium (mg)	5032.34
Iron (mg)	27.27
Calcium (mg)	1939.85

Multi Column: Week 2 Gila Co AZ Juvenile Menu bid \* | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	3512.61
Protein (g)	145.60
Fat (g)	116.59
Carbohydrates (g)	489.96
Cholesterol (mg)	324.26
Dietary Fiber (g)	47.50
<b>Vitamins</b>	
Vitamin C (mg)	144.13
Vitamin A - IU (IU)	27798....
Vitamin D - IU (IU)	579.56
<b>Minerals</b>	
Sodium (mg)	4998.68
Iron (mg)	28.09
Calcium (mg)	1954.98



## Juvenile Weekly Nutritional Analysis

Multi Column: Week 3 Gila Co AZ Juvenile Bid \* | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	3531.68
Protein (g)	144.62
Fat (g)	124.98
Carbohydrates (g)	476.60
Cholesterol (mg)	377.96
Dietary Fiber (g)	51.01
<b>Vitamins</b>	
Vitamin C (mg)	160.66
Vitamin A - IU (IU)	26355....
Vitamin D - IU (IU)	555.14
<b>Minerals</b>	
Sodium (mg)	4867.81
Iron (mg)	26.67
Calcium (mg)	2022.87

Multi Column: Week 4 Gila Co AZ Juvenile bid \* | All Days

Nutrients	Value
<b>Basic Components</b>	
Calories (kcal)	3525.72
Protein (g)	141.67
Fat (g)	131.18
Carbohydrates (g)	462.06
Cholesterol (mg)	320.15
Dietary Fiber (g)	43.14
<b>Vitamins</b>	
Vitamin C (mg)	140.66
Vitamin A - IU (IU)	27654....
Vitamin D - IU (IU)	580.86
<b>Minerals</b>	
Sodium (mg)	4909.66
Iron (mg)	27.83
Calcium (mg)	1957.00

# Statement of Nutritional Adequacy



TRINITY SERVICES  
GROUP, INC.

11225 North 28<sup>th</sup> Drive  
Suite D-204  
Phoenix, AZ 85029

May 11, 2015

## STATEMENT OF NUTRITIONAL ADEQUACY

The average calorie count is approximately 2900 calories per day for Adult and 3500 calories for Juveniles.

The bid menu was written for Gila County to be served as the regular menu in general population. They have been analyzed using the SQL Food Processor computer analysis program from the ESHA Corporation of Salem, Oregon. Per standard nutritional analysis protocol, the menus were averaged in seven-day periods. The analysis confirms that the menus provide a nutritionally adequate diet for incarcerated adults and juveniles.

Specifically, as written and analyzed, the menus satisfy the Recommended Dietary Allowances and Dietary Reference intakes for major nutrients required for adults ages 19 through 50 and juveniles ages 14 – 18 per the National Academies of Science – National Research Council. Some nutrient values may vary based on the nutrient data available from manufacturers and the specific items used for analysis.

*Laura Donnelly, R.D.*

Laura Donnelly, R.D.  
West Region Dietitian  
Registration Number: 865354

	Registered Dietitian™		Registered Dietitian Nutritionist™	<b>Commission on Dietetic Registration</b> <small>the credentialing agency for the Academy of Nutrition and Dietetics</small>
CDR certifies that <b>Laura L Donnelly</b> has successfully completed requirements for dietetic registration.				
<i>Laura Donnelly</i>			Registered Dietitian™ (RD™) Registered Dietitian Nutritionist™ (RDN™)	
Signature				
Registration I.D. Number 865354				
Registration Payment Period: 09/01/2014 - 08/31/2019			<i>Kathryn L. Hamilton</i> MA, RDN, CSO, CDN Chair, Commission on Dietetic Registration	



# Diet Guidelines for Correctional Institutions

For your review, we have provided below, the Table of Contents from *Trinity's Diet Manual for Correction Institutions*, along with descriptions of special diet accommodations.

## CORRECTIONAL FOOD SERVICE DIET REFERENCE MANUAL

### Table of Contents

#### **Section I General Information**

Introduction  
Diet Manual Acknowledgement  
Dietary Management Procedures  
Restricted Diet Guidelines  
Local Written Policy on Religious Diets Restricted  
Diet Orders/Cancellations  
Standard Medical Diet Order Form

#### **Section II Regular Menu and Diet Meal Patterns**

Regular Menu  
Restricted Diet Spreadsheets  
Standard Restricted Diets  
Facility Diet Spreadsheets

#### **Section III Restricted Diet Parameters/Guidelines**

Clear Liquid Diet  
Full Liquid Diet  
Long Term Full Liquid Diet  
Dental Mechanical Diet  
High Protein, High Calories (Also used for pregnancy)  
Diabetic  
Consistent Carbohydrate  
Calorie Controlled – 1800 and 2500  
Heart Healthy (Low Sodium, Low Chol, Low Fat)  
Higher Fiber  
Renal (Restricted Protein, Sodium Potassium)  
Food Allergy/Food Intolerance

#### **Section IV Appendix of Forms**

Suicide Watch/Finger Foods  
Disciplinary Meal Plan/Loaf  
Low Lactose Diet  
Purine Restricted Diet  
Gluten Free Diet  
Coumadin/Vit K Restriction  
Menu Substitutions  
Approved Substitution Guidelines  
Support Management of Unplanned Diet Orders

## Dietary Management Procedures

Attention to the special dietary needs of the inmate population is a critical area of concern. The following management procedures shall be carried out by the on-site food service team:

- A high-quality Dietary Program that meets all the requirements of the client facility
- A Program that meets all standards set forth by the American Correctional Association
- A Program that meets the recommendations of the National Academy of Sciences, Board of Medicine
- A Program that meets the recommendations of the National Commission on Correctional Health Care of the American Medical Association
- A Program that meets dietary guidelines set forth by the Academy of Nutrition and Dietetics and the American Diabetes Association

## Directors' and Supervisors' Diet Responsibilities

- To train staff in properly preparing and serving special diets
- To review diet sheets weekly for special food item orders
- To review diet sheets one day ahead to be aware of production needs. Quantities of special diet foods should be noted on production sheets (hot and cold items as well as special beverages)
- To ensure diet trays and beverages are properly labeled
- To check all diet trays assembled with diet load sheets
- To notify corporate if there is a need for a special diet for which instructions have not been provided
- To provide night snacks as needed for medical diets
- In units with inmate cafeterias, to notify medical of "no pick up" rate and ensure diets are given only to inmates with identification
- To maintain records of all diets served. This includes filing diet orders and cancellations and recording on copies of diet sheets, the date the diets were served and the number of diets served by type. For cafeteria service, a signature record of all inmates receiving diets by date and meal must be maintained. Records of food items and quantities served for special diets not included on diet sheets must be dated for each meal
- If substitutions are made on pre-planned diet sheets, the item must be recorded



## Restricted Diet Guidelines

- Trinity Services Group will provide the necessary supervision and training to ensure restricted diets are prepared and served according to the guidelines. Documentation of diet meals served to inmates will be maintained according to institutional guidelines.
- Menus will be evaluated by a Registered Dietitian (RD) at least annually, or more often if required for NCCHC or other certification, to ensure they meet the nationally recommended allowances published by the National Academy of Sciences and/or contract parameters.
- Medical diets shall be ordered by a Health Care Provider or Medical Authority. Medical diets will be ordered, revised, or cancelled according to local policies and procedures by each institution. Prescriptions for diets should be specific and provided in writing to the food service department.
- The dietary education of inmates is the responsibility of the medical and/or dental staff.
- The regular menu will be the basis for all restricted diets developed by the RD. Requests for food based on inmate preference shall not be considered and should not be ordered by health care providers.
- The Regional Dietitian is available, upon request, for nutrition consultation with the health care provider or medical authority.

The standard restricted diets are not designed as therapeutic diets for the acutely ill inmate. The intent of the diets is to provide proper nutrition for inmates with chronic health conditions.

It is hoped that the acutely ill inmate will be placed in a proper health care setting where the nourishment and intake can be adequately monitored to ensure compliance with medical directives.

## Religious Diets

The facility shall set policy on which religious diets are honored and offered, as well as the criteria for participation in the religious meal program. Trinity Services Group has several religious menus that can be utilized as well as the availability to include vegetarian meal alternates to meet religious needs.

It is not recommended that medical staff order diets for religious purposes, as this is not in their scope of practice.

## Regular Menu and Diet Meal Patterns

The regular menu is developed by your Regional Registered Dietitian (RD) to meet the Estimated Average Requirements and the Dietary Reference Intakes for the age, sex, and activity level of the population for major nutrients as defined by Nutrition Labeling Education Act. A nutrition statement is prepared and signed annually, or as required by contract by the Regional Dietitian. Acceptability, cost containment, and constraints inherent in a corrective environment are considerations for the development of the regular menu in addition to nutritional requirements.

## Trinity's Standard Restricted Diets

DIET TYPE	DESCRIPTION
Regular Menu Male/Female	The standard menu provides calories, protein, vitamins and minerals for healthy adult. The caloric level is determined by contractual requirements
Diabetic Diet-Consistent Carbohydrate	Follows the regular menus as closely as possible with the modified portions to provide consistent carbohydrates throughout the day. Replace concentrated sweets with sugar free or lower sugar items. An HS snack is provided for insulin dependent diabetics
Insulin Dependent Diabetic Diet-Calorie Controlled Menus available: 1800/2500 calorie	Standard Diabetic Meal Plans for Insulin Diabetics-Diabetic/Calorie Controlled Diets. The menu follows the regular menu when possible using low fat preparation methods such as baking or broiling, and includes an HS snack. Diet parameters approximately 50% calories from carbohydrates, 20% calories from protein and 30% calories from fat. Please note: The HS snack provided is part of the caloric total of the diet.
Low Fat/Cholesterol/Salt/Diet used for Hypertension, Hyperlipidemia, CHD, Non-Insulin Dependent Diabetes and Gall Bladder Problems	Less than 30% of the calories derived from fat, less than 300mg Cholesterol, 3gm Sodium, and 30-35gm Dietary Fiber. The menu follows the regular menu when possible using low fat preparation methods such as baking or broiling
High Fiber	Provides an additional 1 cup of cooked dried beans per day to supplement dietary fiber content of daily meals
Dental Mechanical	The menu has been mechanically manipulated to meet the needs of inmates with limited chewing abilities. No supplementation is necessary
Clear Liquid	Provides transparent fluids and glucose for energy. Expires after 3 days. Used only to provide hydration and energy for pre-test, flu, or post-operative conditions
Full Liquid or Long Term Full Liquid	Diet composed of fluid or semi-fluid easily digestible foods. Intended to be a transitional diet, will be low in fiber and nutrients used exclusively for extended periods of time. Used post surgically or in cases of limited chewing abilities. The caloric variance is because of the addition of two high calorie shakes for full liquid diets or broken jaw diets for long term use. Expires after 5 days, if need longer Long Term Full Liquid Diet should be ordered
Enhanced Calorie/Protein	Suitable for pregnancy or situations unintentional, significant weight loss secondary to a disease process. The regular menu is served with an HS snack. Additional portions at meals may be provided, based on calorie/protein content of the regular menu
Renal Renal Disease Diet Renal Dialysis Diet	Limits, as appropriate for each diet, the quantity of protein, sodium, and potassium provided daily
Gluten Free	A gluten free meal plan is used to enable use of regular menu items as much as possible. The meal plan eliminates gluten containing foods" wheat, rye, barley, and oats



## Sample Holiday Menus

A minimum of twelve (12) nationally recognized holiday meals will be provided annually. The following is a sampling of the Holiday meals we provide.

### Christmas

Roast Turkey Breast  
Gravy  
Cornbread Dressing  
Mashed Sweet Potatoes  
Broccoli Cuts  
Fruited Gelatin Salad  
Hot Buttered Dinner Roll  
Pumpkin Square

### New Year's Day

Baked Turkey Ham  
Pineapple Sauce  
Scalloped Potatoes  
Buttered Green Beans  
Toss Salad with Dressing  
Hot Buttered Cornbread  
Cherry Cobbler

### Easter

Baked Turkey Ham  
Apple Glaze  
Whipped Sweet Potatoes  
Buttered Green Beans  
Tossed Salad with Dressing  
Cornbread with Honey Butter  
Fruit Crisp

### Thanksgiving

Roast Turkey Breast  
Gravy  
Sage Dressing  
Mashed Potatoes  
Buttered Green Beans  
Perfection Salad  
Hot Buttered Dinner Roll  
Pumpkin Cake

### Spirit Lifter

Hamburger  
Hamburger Bun  
Baked Beans  
Potato Salad  
Spicy Coleslaw  
Catsup & Mustard Packets  
Fruit Cobbler

### Spirit Lifter

Barbecued Chicken  
Baked Beans  
Potato Salad  
Steamed Collard Greens  
Buttered Whole Kernel Corn  
Hot Buttered Dinner Roll  
Brownie

## Trinity Take-Out

Trinity offers **Trinity Take-Out**, a program for inmates that offer additional high-quality fresh food items for purchase.

**Trinity Take-Out** serves as an incentive for positive inmate behavior and a staff morale booster while increasing the utilization of taxpayer assets.

Inmates who qualify with good behavior and have money in their account are eligible to purchase one of any number of food items. A portion of the proceeds, after costs and labor, go to a purpose or cause designated by your facility.

### *Sample Secure Delivery Schedule*

- Eligibility is determined each Friday
- Officers provide menus to inmates
- Orders are collected by 8 a.m. on Saturday
- One item per week limit (inmates only)
- Prepared and delivered fresh
- Delivery is between 12 & 1 p.m. on Saturday
- ID badge is needed to receive the order

### *Sample Operating Plan*

- A monthly calendar is distributed, giving advance notice of available meals
- A full menu is presented to staff and inmates a week before delivery
- Eligible “Good Behavior” inmates are given the menu
- Orders are collected and funds are debited from the inmates account
- All items are approved by facility staff. Food is prepared and delivered fresh to your facility between 12 p.m. & 1 p.m. on Saturday
- If an inmate receives disciplinary action between order and delivery and/or is unable to receive the order, money is not refunded



*Freshly Prepared Food for Staff & Inmate Populations*



### *Alternative Cart Service*

Our Cart Service can provide pre-selected products for purchase and travels to each housing unit. A pre-set menu can be distributed one day in advance. Funds are debited from an inmate’s account prior to delivery. Offerings are standardized to accommodate short turn around times.



## Sample Offerings



### ***Black Angus Cheeseburger***

1.5 oz. Bag of Chips

20 oz. Chilled Cola



### ***Beef Nachos Grande***

1.5 oz. Bag of Chips

20 oz. Chilled Cola



### ***Boneless Buffalo Wings***

1.5 oz. Bag of Chips

20 oz. Chilled Cola



### ***Chef Salad***

1.5 oz. Bag of Chips

20 oz. Chilled Cola



### ***8" Deluxe Pizza***

1.5 oz. Bag of Chips

20 oz. Chilled Cola



### ***Jumbo Beef Burrito***

1.5 oz. Bag of Chips

20 oz. Chilled Cola

## Contingency Plan

Our policy is to be prepared to serve all meals as scheduled despite emergency situations, such as power loss, fire, inmate lockdown, or local disaster. In fact, we have never failed to provide meals during emergency conditions.

Each unit is required to have a written plan that outlines its particular needs in the event of a disaster or an emergency situation. At a minimum, a three-day supply of food and disposable serviceware is available at all times. Additional supplies of those items that would be needed the most in an emergency are also kept onsite; the amount and scope vary with the size and complexity of the individual facility and will be coordinated with the Facility Commander.

Staff from units closest to the one(s) affected, would provide assistance, if required. Unit staff are on 24-hour alert. If needed, a self-contained refrigerated vehicle will be supplied. It is the duty of the unit's Food Service Director, in consultation with the client, to determine the steps to be taken.

## Emergency Preparedness

The following is a recommended, generalized amount of product that should be on hand at all times in the facility. The stock can either be intermingled with the general inventory or can be separated. If it is separated (i.e. on separate pallets) then the stock must be rotated into the general inventory and used every three months. Naturally, the emergency stock would have to be replaced at that time.

### Recommended Emergency Stock Levels

<b>Food Group</b>	<b>Amount On Hand</b>
Assorted Frozen Vegetables .....	7 day supply
Frozen Entrées. ....	7 day supply
Frozen Poultry .....	7 day supply
Frozen Fish .....	7 day supply
Frozen Meats .....	7 day supply
Fresh Milks and Dairy Items .....	1-1/2 day supply (daily delivery)
Prepared Vegetables and Potatoes .....	2-1/2 day supply
Frozen Desserts .....	7 day supply
Frozen Juices .....	7 day supply
Canned Products. ....	10 day supply
Dry Staples, Groceries .....	10 day supply
Cleaning Supplies .....	10 day supply
Bread and Rolls. ....	1-1/2 day supply (daily delivery)



*Emergency amount on hand will comply per client agreement.*



## **Procedures**

### **Loss of Water**

- All food will be served on disposable serviceware.
- Arrangements will be made with a local water supplier to provide emergency supplies.
- Emergency menus will be used until the end of the emergency.

### **Loss of Steam or Electricity**

- The Food Service Manager will evaluate the possibility of using alternative cooking methods. If alternative power is available, the standard menu will be followed.

### **Vendor Failure**

- Substitutions of appropriate menu items of like quality and nutritional value for undelivered items.
- The Food Service Department will maintain the standard house menus with appropriate substitutions unless delivery failure is of a significant amount that emergency menus are required.

### **Work Stoppage**

- Food Service will have on hand sufficient foodstuff and supplies to provide meal service during a work stoppage.
- Emergency menus will be instituted.
- An emergency work force will be formed from employees from other units.

### **Emergency Menus**

- A 24-hour emergency menu is developed for use in contingency situations.
- Supplies to fulfill emergency menus will be maintained at all times.

## General Food Service Emergency Procedures

- Whenever possible, normal operating procedures and schedules will be followed.
- At the discretion of the Food Service Director/Unit Manager or his representative, Food Service employees will be subject to call-in to provide staffing on a 24-hour basis.
- Meal Service:
  - By mutual agreement, the Food Service Director or his representative and the Facility Commander, may change the meal hours based on the extent of the emergency.
  - In the event of power failure, a one-day menu is available.
- Disposable utensils, trays, and flatware are available in the event that the emergency warrants their use. The decision to use the disposable serviceware or a portion of it will be the responsibility of the Food Service Director/Unit Manager or his representative, in conjunction with the Facility Commander.
- A three-day stock of food and supplies are on hand at all times, however, this needs to be confirmed by the Agreement between Trinity and the facility. Resupply may be accomplished by phoning the authorized vendors, or if there is a problem with delivery, other nearby Trinity units will provide assistance.
- Instruction in emergency procedures will be provided for employees in routine training sessions.

### Emergency Menu (no electricity)

This menu assumes that the meat slicer has been wired to the emergency circuit. Most gas and steam equipment would be inoperable as these items are usually controlled by electricity.

#### Breakfast

- Fruit or Juice
- Dry Cereal
- 1 oz Cheese or Peanut Butter
- Bread or Prepared Breakfast Pastry
- Milk

#### Lunch

- Tuna Salad or Lunch Meat Sandwich
- Chips
- Fresh or Canned Fruit
- Cold Beverage

#### Dinner

- Sliced Turkey or Turkey Ham w/Lettuce and Vegetable Garnishes
- Bread or Rolls
- Margarine or Condiment
- Salad w/Dressing
- Fruit or Prepared Dessert
- Milk



## Emergency Menu (no electricity)

This menu assumes that there is power to the steam equipment.

### Breakfast

- Fruit Juice or Canned Fruit
- Scrambled Eggs (in steam kettle)
- Cooked Cereal (in steam kettle)
- Cold Milk
- Bread and Margarine

### Dinner

- Roast Beef or Turkey Sandwich with Crackers
- Tossed Salad with Dressing
- Fruit
- Milk

### Lunch

- Tuna Salad or Cheese Sandwich
- Potato Chips
- Tossed Salad with Dressing
- Fruit or Cookies
- Punch

## Emergency Menu (no steam)

### Breakfast

- Fruit or Juice
- Dry Cereal
- Scrambled Eggs (on gas or electric grill)
- Toast or Breakfast Pastry
- Margarine
- Milk
- Coffee

### Dinner

- Sliced Turkey (oven)
- Rice (oven)
- Green Beans (oven or range top/burner)
- Gravy
- Plated Salad
- Bread Rolls
- Margarine
- Instant Pudding or Prepared Dessert
- Milk

### Lunch

- Beef Patty (on gas or electric grill)
- Cheese Slice
- French Fries (oven or fryer)
- Corn (oven or range top/burner)
- Plated Salad
- Hamburger Bun or Bread
- Condiments
- Canned Fruit or Prepared Dessert
- Cold Beverage

## Emergency Menu (no water or power)

Food would be served on disposables, since hot water would not be available for dish washing.

### Breakfast

- Fruit or Juice
- Dry Cereal
- Bread or Prepared Breakfast Pastry
- Margarine
- Milk

### Dinner

- Sliced Meat and/or Cheese Plate
- Marinated Canned Vegetable Salad
- Canned Pudding or Prepared Dessert
- Bread or Rolls
- Margarine
- Milk

### Lunch

- Tuna Salad or Peanut Butter Sandwich
- Chips
- Canned Fruit or Prepared Dessert
- Fruit Juice or Punch

## Emergency Lockdown Menu

The following menu will be used in the event of an institutional lockdown that is longer than one day.

All meals may be shipped in a three-compartment tray or brown paper bag along with condiments for meals (napkins, salt and pepper, sugar packets, etc.).

### Breakfast

- Fruit Juice
- Cold Cereal
- Bread
- Peanut Butter
- Margarine
- Milk 2%

### Dinner

- Macaroni-Beef Tomato Casserole
- Peas
- Tossed Salad w/Italian Dressing
- Pudding
- Bread or Rolls
- Margarine
- Milk 2%

### Lunch

- Turkey Hot Dog
- Baked Beans
- Coleslaw
- Hot Dog Buns
- Mustard p.c.
- Fresh Fruit



# ACA Standards for Food Service

**Principle:** Meals are nutritionally balanced, well-planned and prepared, and served in a manner that meets established governmental health and safety codes. Trinity Services Group's Quality Standards are based on the ACA Standards for Food Service.

## Food Service Management

4-4313 (Ref. 3-4294)

Food service operations are supervised by a full-time staff member who is experienced in food service management.

*Comment: The food service manager should have the resources, authority, and responsibility to provide complete food service for the institution, including three nutritionally adequate, palatable, and attractive meals a day produced under sanitary conditions and at reasonable costs. The food service manager should have a minimum of three years' experience in food service management.*

## Budgeting and Purchasing

4-4314 (Ref. 3-4295)

Written policy, procedure, and practice specify the food service budgeting, purchasing, and accounting practices including, but not limited to, the following systems;

- Food expenditure cost accounting designed to determine cost per meal per inmate
- Estimation of food service requirements
- Purchase of supplies at wholesale and other favorable prices and conditions, when possible
- Determination of and responsiveness to inmate eating preferences
- Refrigeration of food, with specific storage periods

## Budgeting and Purchasing (continued)

4-4315 (Ref. 3-4296)

Written policy, procedure, and practice require that accurate records are maintained of all meals served.

*Comment: A uniform system should be established to record the number, cost, and type of meals served inmates, employees, guests, and visitors. Employees, guests, and visitors should be served the same food inmates are served. Food service records should include published menus, information on waste, food costs, and nutritional accounting, and notation of food products raised or produced in the system.*

## Dietary Allowances

4-4316 (Ref. 3-4297)

**(MANDATORY)** There is documentation that the institution's dietary allowances are reviewed at least annually by a qualified nutritionist or dietitian to ensure that they meet the nationally recommended allowances for basic nutrition. Menu evaluations are conducted at least quarterly by institution food service supervisory staff to verify adherence to the established basic daily servings.

*Comment: Dietary allowances, as adjusted for age, sex, and activity, should meet or exceed the recommended dietary allowances published by the National Academy of Sciences. A qualified nutritionist or dietitian is a person registered or eligible for registration by the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.*

**Menu Planning**

4-4317

(Ref. 3-4298)

Written policy, procedure, and practice require that the food service staff plan menus in advance and substantially follow the plan; and that the planning and preparing of all meals take into consideration food flavor, texture, temperature, appearance, and palatability.

*Comment: All menus, including special diets, should be planned, dated, and available for review at least one week in advance. Any substitutions in the meals actually served should be noted and should be of equal nutritional value. A file of tested recipes adjusted to a yield appropriate for the facility's size should be maintained on the premises. Food should be served as soon as possible after preparation and at an appropriate temperature. Clinical diets should be approved by a qualified nutritionist or dietitian and documented accordingly.*

**Therapeutic Diets**

4-4318

(Ref. 3-4299)

Therapeutic diets are provided as prescribed by appropriate clinicians. A therapeutic diet manual is available in the health services and food services areas for reference and information.

*Comment: Therapeutic diets are prepared and served to inmates according to the orders of the treating clinician or as directed by the responsible health authority. Prescriptions for therapeutic diets should be specific and complete, furnished in writing to the food service manager, and rewritten quarterly. Therapeutic diets should be kept as simple as possible and should conform as closely as possible to the foods served other inmates.*

**Therapeutic Diets (continued)**

4-4319

(Ref. 3-4300)

Written policy, procedure, and practice provide for special diets for inmates whose religious beliefs require the adherence to religious dietary laws.

*Comment: Religious diets should be approved by the chaplain. Religious diet prescriptions should be specific and complete, furnished in writing to the food service manager, and rewritten monthly. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served other inmates.*

4-4320

(Ref. 3-4301)

Written policy precludes the use of food as a disciplinary measure.

*Comment: All inmates and staff except those on special medical or religious diets should eat the same meals. Food should not be withheld, nor the standard menu varied, as a disciplinary action for an individual inmate. The standard does not preclude rewarding groups of inmates with special foods in return for special services or under special circumstances.*

**Health and Safety Regulations**

4-4321

(Ref. 3-4302)

**(MANDATORY)** There is documentation by an independent, outside source that food service facilities and equipment meet established governmental health and safety codes; corrective action is taken on deficiencies, if any.

*Comment: Food service facilities and equipment should meet all standards and requirements set by qualified professional and/or governmental bodies. Food service personnel should be trained in accident prevention, first aid, use of safety devices, floor care, knife storage, and use of fire extinguishers. They should attend regular meetings to discuss accident prevention and analyze major accidents to prevent recurrence.*



## Health and Safety Regulations (continued)

4-4322

(Ref 3-4303)

(MANDATORY) Written policy, procedure, and practice provide for adequate health protection for all inmates and staff in the institution, and inmates and other persons working in food service, including:

Where required by the laws and/or regulations applicable to food service employees in the community where the facility is located, all persons involved in the preparation of food receive a preassignment medical examination and periodic re-examinations to ensure freedom from diarrhea, skin infections, and other illnesses transmissible by food or utensils; all examinations are conducted in accordance with local requirements.

When the institution's food services are provided by an outside agency or individual, the institution has written verification that the outside provider complies with the state and local regulations regarding food service.

All food handlers are instructed to wash their hands upon reporting to duty and after using toilet facilities.

Inmates and other persons working in food service are monitored each day for health and cleanliness by the director of food services (or designee).

*Comment: All food service personnel should be in good health and free from communicable disease and open, infected wounds; have clean hands and fingernails; wear hairnets or caps; wear clean, washable garments; and employ hygienic food-handling techniques. Federal facilities should apply appropriate regulations such as those of the U.S. Public Health Service.*

## Inspections

### Food Products

4-4323

(Ref. 3-4304)

When required by statute, food products that are grown or produced within the system are inspected and approved by the appropriate government agency. There is a distribution system that ensures prompt delivery of foodstuffs to institution kitchens.

*Comment: All such foodstuffs should meet or surpass government inspection levels, and the distribution system should ensure that they are delivered when fresh and in a condition for optimum food service.*

Government inspection of food grown in inmate gardens and used in food service is not required where the garden is not part of a larger agriculture operation and the inmate does not work full time at food production for use by the inmate population; all garden-grown food should, however, be inspected by food service personnel prior to use.

### Facilities and Equipment

4-4324

(Ref. 3-4305)

(MANDATORY) Written policy, procedure, and practice require weekly inspections of all food service areas, including dining and food preparation areas and equipment, by administrative, medical, or dietary personnel. These may include the person supervising food service operations or his/her designee. Refrigerator and water temperatures are checked daily by administrative, medical, or dietary personnel.

*Comment: All areas and equipment related to food preparation (for instance, ranges, ovens, refrigerators, mixers, dishwashers, garbage disposals) require frequent inspections to ensure their sanitary and operating condition. Water temperature on the final dishwasher rinse should be 180 degrees Fahrenheit; between 140 degrees Fahrenheit and 160 degrees Fahrenheit is appropriate if a sanitizer is used on the final rinse. The person conducting the inspection should have some training in food service operations.*

**Facilities and Equipment (continued)****4-4325 (Ref. 3-4306)**

Written policy, procedure, and practice provide that stored shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless national or state health codes specify otherwise.

**Meal Service****4-4326 (Ref. 3-4307)**

Written policy, procedure, and practice provide that meals are served under conditions that minimize regimentation, although there should be direct supervision by staff members.

*Comment: Cafeteria facilities are preferable to inmate waiter service. The dining area should provide normal group eating facilities, and conversation should be permitted during dining hours. When possible, there should be "open" dining hours, thus eliminating traditional waiting lines and forced seating by housing, assignment, and so on. Full cutlery services should be provided based on a control system. All meals should be served under the direct supervision of staff.*

**Meal Service (continued)****4-4327 (Ref. 3-4308)**

Space is provided for group dining except when security or safety considerations justify otherwise.

*Comment: Meals should not be served in cells unless necessary for safety and security. When a meal must be served in a cell, a small table or shelf and some type of seating should be provided.*

**4-4328 (Ref. 3-4309)**

Written policy, procedure, and practice require that at least three meals (including two hot meals) are provided at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food service demands, provided basic nutritional goals are met.

*Comment: When inmates are not routinely absent from the institution for work or other purposes, at least three meals should be provided at regular times during each 24-hour period.*



# Workplace Safety and Security

## Safety Responsibilities

All team members must follow safe work practices and are required to report ALL accident/incidents.

Team members who violate safety standards, who cause hazardous or dangerous situations, fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

Accident investigations are completed after every accident/incident.

## Hazard Identification – Workplace Inspections

Quarterly Safety Inspections (QSI) are conducted at ALL accounts during the months of January, April, July, and October. Any item marked “needs improvement” must be documented with corrective action listed and completed before the next QSI, unless reason is given and approved.

All Managers and Team Members must sign the Safety Pledge. Failure to abide by Trinity’s safety policies and expectations can result in progressive discipline, up to and including termination of their employment.

## Return to Work Program

It is our goal to return every team member to work as soon as possible after the doctor releases them for full or light duty.



**Service First, Safety Always!**

## Key Rules for an Injury-Free Workplace

Violation of any of these rules is grounds for dismissal:

- Willful or repetitive violation of safe work
- Willful or repetitive violation of practices
- Reckless use of equipment or vehicles
- Horseplay
- Endangering the safety of yourself and/or others by:
  - Failing to report a hazard
  - Failing to correct a hazard, if possible
  - Using or being under the influence of drugs or alcohol en route to or during work
  - Failing to maintain required licenses/certifications

Violation of any of these rules is subject to progressive discipline:

- Use approved techniques to prevent strains
  - Approved techniques include using:
    - Lifting aids for lifts in excess of 50 lbs.
    - Shared lifts where weight exceeds 75 lbs.
    - The right equipment to move and store material
    - A back support belt, when appropriate
- Use protective safety, guarding or required protective clothing and equipment to:
  - Prevent cuts
    - Cutting gloves must be worn on both hands while cleaning cutting/slicing equipment
    - Slide wraps must be in place on all wrap boxes
  - Prevent slips and falls
    - Footwear must be approved slip resistant (not skid resistant)
- Prevent burns
  - Must use recommended protection while changing or handling fryer grease. This includes heavy rubber gloves and face shield
  - Wear a full face shield when working with such things as hot grease, welding, or charging batteries
  - When handling hot objects one must wear approved oven mitts or equivalent protection
- Protect against chemical injuries
  - Chemical gloves must be worn when handling, cleaning, or using chemicals; or when recommended by Material Safety Data Sheets (MSDS) / Globally Harmonized System of Classification and Labeling of Chemicals (GHS)
  - Chemical splash goggles must be worn where needed or when recommended
- Protect against foot injuries
  - Workers must wear safety-toed (steel-toed) shoes where exposure to serious foot injury exists
  - Identify and correct safety hazards in the physical environment
- Workers must clean up spills and correct other slip/trip hazards. Never leave a drain cover open
- Workers must properly store supplies, tools, products, knives, etc.
- Workers must place proper warning signs or other notifications such as “wet floor” cones immediately in any wet area including restrooms



- Use vehicles or other motorized devices properly
  - Workers must be authorized and complete company training to use company vehicles or motorized equipment
  - Workers must obey all traffic rules/laws
  - Workers must wear seat belt
  - Workers must complete a daily vehicle hazard checklist before driving
  - Workers must notify immediate supervisor of equipment defects
  - Workers must keep headlights or daytime running lights on whenever driving
- Use equipment and tools properly
  - Workers must never operate equipment for which they have not been trained or authorized to use
  - Workers must use the correct equipment for the task. Use only tools and equipment approved for the specific job
  - Be sure guards or other safeguards are in use. Ensure they are not removed except for cleaning and always replaced promptly
  - Workers must disconnect equipment during cleaning, maintenance, or when not in use
  - Workers must follow lock-out/tag-out procedures as required

### **Associate Responsibilities Before an Injury**

- Actively listen during safety orientation and training, and acknowledge the orientation by signing the receipt.
- Attend all safety meetings and participate in accident investigations, as requested.
- Comply with all safety rules and be aware that violation is subject to discipline.
- Participate on a safety committee or task force, if requested.
- Report all safety and health hazards of the job to the immediate supervisor or send concerns to the Risk Management Department

### **Associate Responsibilities After an Injury**

- Report the incident to the immediate supervisor at once
- Seek prompt medical attention
- Cooperate with any accident investigation that takes place regarding an injury
- Keep the immediate supervisor informed of all related medical appointment(s) as soon as they have been made
- Attend all scheduled medical appointments regarding an injury
- Cooperate with the claims adjuster involved in providing benefits
- Accept temporary transitional duty assignments, if offered

## Security

Trinity recognizes the obvious importance of maintaining control and security of each correctional facility we occupy. Throughout the years, we have developed a comprehensive Security Procedures and Policies Program including:

- Contraband
- Tool control
- Key control
- Trash checks
- Taking of hostages
- Planned assaults
- Rumors (convey to institution)
- Shakedown procedures

For your review, we have included excerpts from the Operational Manual for Correctional Institutions, which illustrates a portion of our standard policies and procedures. Our standard security policies and procedures will be tailored to incorporate your specific needs.

### Security Rules and Regulations

The Food Service Director will be responsible to the superintendent for all aspects of kitchen security and will:

- A. Instruct, train, and ensure that subordinate employees become fully aware of the requirements for proper supervision and security in inmate/employee, knife, spice, sugars, extract, and yeast control.
- B. Ensure that kitchen knives are code marked and locked away in a secure cabinet when not in use; are counted and checked when the kitchen is opened in the morning, after the noon meal, and at the close of the kitchen in the evening. A certificate to this effect is to be submitted to the security officer at the close of each day's business. Any deficiencies must be reported immediately upon discovery to the security officer.
- C. Ensure at all times that spices, sugar, extracts, and yeast are handled only by subordinate staff, excluding inmates, and that the item(s) in question are issued only for immediate use and returned after each use to the secured, locked storage unit.
- D. Ensure that the inmates/employees in the kitchen are properly instructed and supervised, and that any misbehavior or breach of rules or regulations by an inmate is immediately reported to the security officer.
- E. Ensure all keys required for use in the kitchen are carried by staff. Never allow keys to be used by, or be in possession of, inmate kitchen help.
- F. In the interest of the institution's security and to protect the safety of staff and employees, refrain from doing any personal favors or becoming involved in any business transactions with inmates.
  - Do not convey any written or verbal messages from or to any inmate.
  - Do not convey any parcel or package to or from an inmate.
  - Any such requests from whatever source as mentioned above shall be reported immediately to the institution security officer or other senior institutional staff member available.
- G. Instruct subordinate employees to refrain from conversation with inmates that involve details of their personal or family life or their financial activities. Many inmates have liaisons with organized crime on the outside who would use this information to apply pressure when possible.



- H. Instruct the civilian staff to immediately report all rumors of inmate unrest or activity to the food service director, or in his/her absence, to the chief of operating security. Rumors are important, and the personal safety of an informant can be jeopardized by an indiscreet report to the wrong echelon of the corrections staff.
- I. Require all staff to maintain a high level of professional decorum in the kitchen, requiring that staff to:
  - Refrain from the use of inmate slang in conversations.
  - Enforce all rules with all inmates uniformly.
  - Answer all inmate questions honestly, and directly (briefly) without apology or attempt to mislead.
- J. Require all staff to keep their book work current. Staff must:
  - Keep work reports up to date. Because work reports go to the parole board, they are very important to the inmate.
  - Complete disciplinary reports when necessary and do so accurately because inmates lose “good time” (or reduced sentence credit) when they receive written disciplinary reports.

## Contraband Prevention

Trinity advises all food service staff that they are to abide by the facility rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment. We are guests in your facilities, and as such we know that we are subject to the applicable penalties associated with violating any rules set forth by the Authority. As a subset of the facility rules, Trinity maintains our own associate handbook and training modules that cover several aspects of the subject of contraband. We suggest employees minimize the personal items they bring in to the kitchen as much as possible.

Our Staff will supervise inmates in conjunction with kitchen officers to minimize the opportunity for them to take items from the kitchen areas into the housing areas. Keeping things locked, routine inventories of small wares, chemicals, etc. also helps maintain accountability of contraband type items.

Deliveries are inspected by our staff to ensure no foreign items are brought into the food services areas. Any incidents are reported immediately to the facility Administration.

## Tool Control

All Class A and Class B contraband shall be kept in a shadow box and/or closely controlled storage. (Shadow boxes will be inventoried into a bound log book three times a day.) Secured storage area will be inventoried daily.

### **Class A Contraband:** **(Any tool or item that will assist in an escape)**

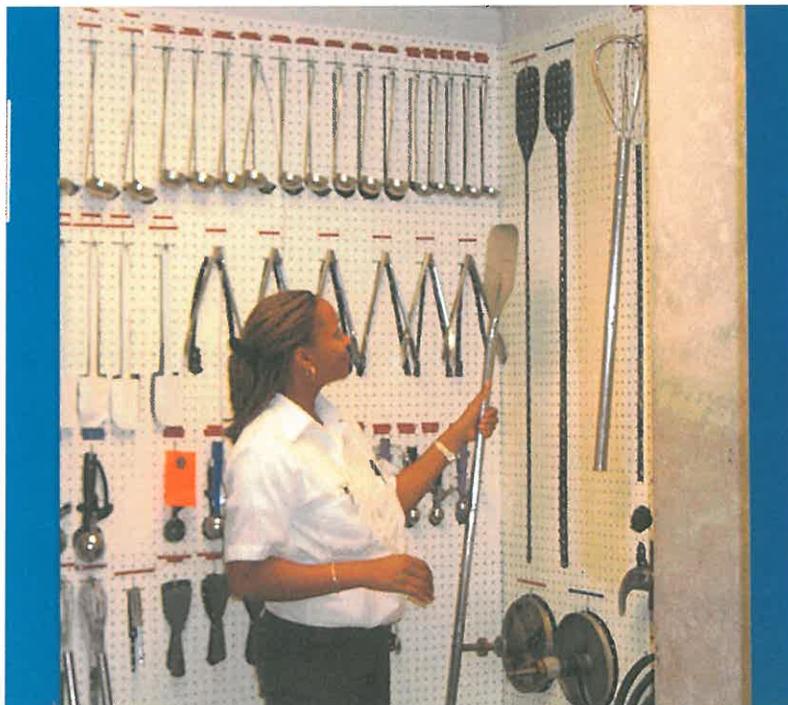
- Knives
- Cleaver
- Band saw blade
- Blades from a bread slicing machine
- Vertical cutter blade
- Food cutter blade
- Cutting parts from the meat grinder
- Gasoline or other explosives
- Acid

### **Class B Contraband:** **(Tools that can become weapons)**

- Hammers
- Serving utensils
- Screwdrivers

A knife and tool cabinet equipped with a shadow board and adequate locking device shall be conveniently located in the Food Services Department. All hazardous knives and tools will be marked with an identification symbol. A complete and accurate inventory will be maintained in duplicate. One copy will be kept in the Food Services Department and another in the Chief Correctional Supervisor's office. Local institutional policy might also require that a copy of the inventory be kept in the central tool room.

The Food Service Director will survey and properly dispose of all broken or worn out tools and arrange for their replacement. When a knife or tool is lost or misplaced, the Food Service Manager and Chief Correctional Supervisor shall be notified immediately. An inmate who may have had access to the tool will be held in the department until a thorough search has been made. A written, dated report to the Chief Of Correctional Supervision will be made covering the details of the loss of tool or knife.



## Tool Control Chart

A Tool Control Chart, similar to the example in this section, must be kept current at all times. The following information **must** be on the form:

- **Date.** Enter the current date. In large institutions, when more than one form is needed, the shift number is to be listed.
- **Tool Description.** Every Class A and Class B contraband tool is listed, with the correct number inventoried.
- **Quantity received.** Enter the quantity issued to each inmate.
- **Time Out.** Enter the exact time the tool is issued.
- **Time In.** Enter the exact time the tool is returned, locked in storage.
- **Inmate Receiving.** Enter the inmate's name and institution number.
- **Issued By.** The person issuing the tool must sign the chart each time the tool is given out.
- **Closing Inventory Signature.** The person performing the closing (final) inventory of the day or shift, must sign (include time), acknowledging receipt of all tools.
- **Officer's Signature.** The institution's officer verifying the closing inventory must sign, confirming receipt of all tools.

FOOD SERVICE TOOL CONTROL CHART					
Date: _____					
DESCRIPTION OF TOOL	QUANTITY	TIME OUT	TIME IN	INMATE RECEIVING	ISSUED BY
French Knife					
Butcher Knife					
Pantry Knife					
Meat Fork					
Honing Steel					
Potato Peeler					
Dough Cutter					
Closing Inventory: _____		Officer's Signature: _____			

Once completed, the form is filed in a three-ring binder, which is stored in a secure place within the food service office.

This form does not replace the shadow box inventory log book or the daily secure storage inventory. All three forms are to be used to ensure security at all times.

## Hot Items

All of the following commodities must be closely controlled, by keeping them in secure storage, because the inmate population has developed a use for them that could jeopardize health and security.

- Coffee
- Sugar
- Extracts
- Nutmeg or spices of saffron flower
- Caustic spices
- Waterproof polyethylene bags (bread bags)
- Hallucinogenic materials (glue, gasoline, solvents)
- Yeast (Yeast is handled and disbursed only by a food service staff member. It is kept under close supervision until it is incorporated into the item being prepared. A metal box with a secure lock is provided, in a refrigerated area, for yeast storage. An inventory record is kept in the box, indicating date and quantity of issue, recipients, the balance on hand, and the initials of the supervisor making the entry.)

The statement of principle given at the beginning of this manual clearly places full responsibility for custody and security on all food service personnel. This is an underscored obligation that cannot be disregarded or delegated. Under no circumstance shall a food service employee fail to take proper correctional action. Neglect in this respect is considered a serious violation of these policies and procedures. A food service employee or his/her position in the institution does not make him/her less responsible for custody matters than the correctional officer. Situations in which a food service employee defaults on his/her custody responsibility in favor of some action to be taken by a correctional officer, are inexcusable.

Money, including small change, can be used to buy contraband from the free world. Inmates are not allowed to possess currency, and staff should not bring it into the institution, unless a secured locker is provided. Currency and credit cards must be placed in secured lockers when staff are in inmate contact areas.





## Staffing Requirements

We will provide adequate staff to oversee and service all aspects of the food and laundry service to maintain an efficient, safe, and secure operation. Trinity will conduct interviews to validate the skills and experience of the current County Employees and retain them including management, if the county has no objections. Transitioning established employees ensures a efficient and successful implementation—a pathway that leads to a seamless and relatively undetectable transition.

All new Trinity employees participate in a learning process that begins on the first day of employment and continues every month going forward—keeping critical processes in the forefront and helping employees become active participants in ensuring your facility is a safe, secure, and an efficient place to work.

Trinity uses the JobApp system as its cloud-based enterprise platform to enhance and manage the overall talent acquisition process. JobApp enables us to set criteria for employment opportunities, improve candidate sourcing, accelerate time-to-fill metrics, reduce turnover-increase retention, initiate on-boarding, deliver training and continuing education to our team members, and improve the overall quality of our workforce.

In addition, JobApp affords us the opportunity to initiate a fully integrated, efficient, and cost-prudent set of nationwide background screening and drug-testing services.

Once an applicant has been hired, JobApp gives us the ability to improve productivity and engagement by streamlining the onboarding process and by empowering new team members with the resources and knowledge they need to be successful. We have created a personalized portal for all new team member information and forms that proactively monitors the onboarding process, provides new hires with learning and development activities they can start working on, and reduces bottlenecks to ensure new hires have everything they need on their first day.

We have included resumes for our Key Team Members who will be associated with Gila County and job descriptions for the varied positions, along with a propose Staff Schedule.

## RESUME OF Victor R. Rendon, Regional Vice President

### Experience

**Trinity Services Group, Inc./Canteen Correctional Services, Inc.** ..... 2003 to Present  
*Regional Vice President*

- Responsible for all aspects of correctional food service in the West region for both State and County. Supervise four District Managers serving approximately 60 million meals annually
- Implementation of standardized programs in food service to ensure highest quality food service
- Earn and maintain compliance with ACA requirements
- Ensure a secure and safe working environment

**Canteen Correctional Services, Arizona** ..... 1996 to 2003  
*Regional Manager/State Food Service Director*

- Responsible for all aspects of correctional food service in the State of Arizona at various facilities. Approximately 21 million meals served annually
- Implementation of standardized programs in food service to ensure highest quality food service
- Earned and maintained compliance with ACA requirements
- Ensured a secure and safe working environment

*Director of Food Service, ASPC-Winslow, AZ - 1992 to 1993*

Total responsibility for a 1,331-bed prison food service operation with 1,314,000 meals served annually. In complete charge of all personnel functions and contract representation on the first level.

**Canteen Corporation** ..... 1990 - 1991  
*Assistant Food Service Manager, Hughes Aircraft, Tucson AZ - 1990 to 1991*

- Personnel Management, Purchasing and Procurement, Vendor negotiation and Procurement
- Development and implementation of food service unit operating procedures
- In the absence of the Food Service Manager, assumed all duties and responsibilities of the position
- Monitored the operation of a full service business food service operation with sales exceeding \$5,000.00 daily including the distribution of food to 3 satellite feeding areas

**Canteen Correctional Services, ASPC - Tucson, AZ** ..... 1986 to 1990  
*Assistant Director of Food Service - 1987 to 1990*

- Personnel Management, Purchasing and Procurement, Vendor negotiation and procurement
- Development and implementation of food service unit operating procedures
- In the absence of the Director of Food Service, assumed all duties and responsibilities
- Monitored the operation of a full service correctional food service operation feeding 17,500 meals daily including the distribution of food 120 miles from the production site



*Purchasing/Distribution/Plant Operation Manager Canteen Corporation - 1986 to 1987*

- Procurement and scheduling of raw food products for a Quick Chill/Cap Kold system
- Scheduling and monitoring a \$120,000.00 weekly inventory
- Reporting and maintaining all inventory storage areas
- Scheduling and monitoring the distribution of processed foods to satellite feeding units
- Development and implementation of a preventative equipment maintenance program for a sophisticated, computerized Quick Chill System

**Education**

Palo Verde High School, Tucson, AZ

**Training, Certifications and Awards**

Canteen Corporation - Ongoing Correctional Food Service Management Training and Customer Service Training

ServSafe Certification

Excellence in Customer Service Award

Productive Leadership Training

Canteen Corporation (Boomerang II) Seminar

Staff and Inmate Worker Training

New Correctional Account Start Up Team Member for:

Arizona State Prison Complex-Windsor, AZ

Arizona State Prison Complex-Tucson, AZ

Arizona State Prison Complex-Douglas, AZ

Arizona State Prison Complex-Sonoma, CA

Joliet Prison-Joliet, IL

Wayne County Jail-Detroit, MI

Current Food and Sanitation Health Certificate

## RESUME OF Mark Horneffer, District Manager

### Experience

**Trinity Services Group, Inc./Canteen Correctional Services, Inc.** ..... **2006 - Present**  
*District Manager*

Responsibility for eight Arizona Department of Corrections facilities, two county facilities, supporting 28 kitchens, 19,500 inmates, feeding 19,258,200 meals a year

- Review accounts' key result indicators and profit goals in order to exceed district and regional goals
- Review and maintain district hiring objectives and staff development needs for 47 salaried and 185 hourly team members
- Mentor key staff growth and development plans
- Grow Warden and liaison relations at each facility as well as Central Office and Regional Operations Directors' partnership spirit
- Prospective sales presentations, and proforma development

**ARAMARK Correctional Services.** ..... **2001 - 2006**  
*Director of Commissary Operations Central Region*

- Area encompassed 22 commissary accounts in 12 states
- Reviewed account's profit attainment
- Reviewed location's sales mix and contribution analysis in order to direct account manager toward budget and client objectives
- Technical support for software issues within each account, client and staff
- Installation of software and hardware upgrades as well as all related training
- Prospective sales presentations, and proforma development

**ARAMARK Business Services - American United Life** ..... **1999 - 2001**  
*Senior Food Service Director*

- Directed all management training for the Indianapolis Region
- Responsible for upscale white-collar foodservice, catering and two satellite operations
- Increased top line revenues and increase bottom line margins
- Annual and monthly forecasting
- Strategic marketing planning and execution
- Monthly and quarterly review presentations ARAMARK Business

**ARA Services Inc. - Ford Motor Company** ..... **1996 - 1999**  
*General Manager*

- Responsible for two multi-shift foodservice operations with catering
- Increased sales and profits while developing excellent client relations
- Two separate union staffs with training and accountability
- Large vending operation surpassing top and bottom line goals
- Forecasting, budgeting and retail plan development and execution
- Quarterly business plan and local marketing



**ARA Services Inc. - Cummins Engine Company** ..... **1988 - 1996**  
*General Manager*

- Responsible for six cafeteria production sites with catering sales
- Top and bottom line plan achievement
- Management training and development for each site
- Forecasting and key indicator tracking
- Marketing development and implementation
- Client communications (written and verbal) for 6 on-site clients and one client liaison

### **Education**

Purdue University, Lafayette, IN - Business Degree Curriculum

Indiana Purdue University at Indianapolis - Business Degree Curriculum

### **Training**

*Facility Services Management Strategic Selling Technique (Miller Heimann)*

*L.E.A.D. Train the Trainer (Manager training modules)*

*Retail Operations Management I and II*

*Productivity Skill Development*

*Franklin Time Management*

*Facility Services Training*

*S.T.A.R. Management (Formal problem solving skills)*

*Professional Business Writing Techniques*

*Targeted Selections (Interviewing Skills) I and II*

*Culinary Institute (Culinary Indoctrination) one week course*

*M.O.S.T. – (Manager Operation Supervised Training)*

*Employee Management Relations Skills*

*S&A Manager in Training Comprehensive Skills Development*

## RESUME OF John M Rendon, General Manager

### Experience

**Trinity Services Group, Inc.** ..... **Mar 2014 - Present**  
*General Manager*

- Assist the District Manager in maintaining standards and ensuring superior service in all operations
- Implement short/long term financial and operational plans
- Communicate effectively with all staff through written and oral instruction.
- Conduct client negotiations on reading and interpreting contract
- Perform any other duties as assigned by District Manager.

**Trinity Services Group, Inc.** ..... **Jan 2013 - Mar 2014**  
*Food Service Director IV, ASPC – Florence Complex*

- Oversee 5 units with \$4.7 million in annual revenue.
- Promoted and continue to mentor 3 new unit managers.
- Optimize financial performance and productivity by conducting “Internal Control Review” audit for all ADOC contracts.
- Direct and supervise 7 salaried managers and over 40 associates.
- Conduct client negotiations on reading and interpreting contract.

**Compass Group, Canteen Corrections** ..... **Oct 2008 - Jan 2013**  
*Food Service Director IV, ASPC – Lewis Complex*

- Oversaw 6 units, 1 warehouse and a satellite kitchen with \$6.2 million in annual revenue.
- Transitioned and integrated a new 300 man unit into the ASPC –Lewis complex.
- Direct involvement with the implementation of a new menu for a 5300 man complex.
- Led team development, directed and supervise 10 salaried managers and over 50 associates.
- Covered the AZ North district, \$21 million in annual revenue when the DM was opening new business.
- Assisted the DM in preparing operating budgets for AZ North district.

**Compass Group, Canteen Corrections** ..... **Dec 2007 - Oct 2018**  
*Asst. Food Service Director, Tucson Complex*

- Work with all levels of management to ensure maximum profit potential.
- Ensure that all required records, company financial and accounting procedures are audited ready.
- Conducted ongoing training with canteen unit managers.
- Reorganized staff, procedures and practices while exceeding our client’s expectations.

**Compass Group, Canteen Corrections** ..... **Aug 2007 - Dec 2007**  
*Unit Manager, Eyman Complex*

- Effectively manage all business functions pertaining to correctional food service business, including operations, budgeting, sales development, retention and human resources.
- Develop and execute strategies for achieving positive growth.
- Supervise and manage 6 Canteen associates and 40 inmate workers at the Cook unit.
- Assisting and training within the Eyman complex
- Responsible for feeding over 1500 inmates on a daily basis’s three times daily.



**Compass Group, Canteen Corrections** ..... **May 2006 - Aug 2007**  
*General Manager, Florence Correctional Center*

- Lead a team of 5 professionals responsible for all aspects of the every day management of the kitchen in the corrections industry. Conducted ongoing training with canteen staff as well as inmate workers.
- Direct involvement with the implementation of a new menu for a 2500 man unit.
- Work with all levels of management to ensure maximum profit potential. Recommend and implement appropriate working practices for profit improvement.
- Ensure that all required records, company financial and accounting procedures are audited.
- Assisted the district in units with Arizona, New Mexico, and Colorado.

**Compass Group, Chartwells K-12** ..... **Feb 2003 - May 2006**  
*General Manager, Chartwells K-12*

- Transitioned a new facility in the Buckeye, AZ market place.
- Managed all financial functions including accounts payable, budgeting and forecasting.
- Implemented and promoted the new Balanced Choice menu to help increase client satisfaction.
- Reorganized staff, practices and procedures to comply with Compass Group/Chartwells organization.
- Served as top level support to all business functions within the organization. Offer expertise to operations on multiple levels, including menu development, training, costs awareness and risk management.

**Compass Group, B&I** ..... **Mar 2001 - Feb 2003**  
*General Manager, Eurest Dining Services*

- Managed 2 food service accounts in the Tucson area, representing over \$1.5 million in annual sales.
- Directly involved in opening 2 new accounts, from start to finish.
- Designed and presented financial presentations for existing client base and prospective customers.
- Consistently exceeded financial expectations in this market segment.
- Coordinated with outside vendors to promote and offer more choices for the client.
- Compared budget to actual results and took necessary action in order to maximize profits while exceeding our clients' expectations.
- Utilized and presented trend and financial ratio analysis through the use of monthly, quarterly and annual operating results.

**Compass Group, Canteen Corrections** ..... **Jun 1999 - Mar 2001**  
*Food Service Supervisor ASPC-Tucson*

**United States Navy** ..... **Jun 1989 - Jun 1999**  
*Air Traffic Control, United States Navy*

**Education**

- USN Air traffic control school
- USN boot camp
- Salpointe Catholic High School

## RESUME OF Laura L. Donnelly, R.D., Regional Dietitian

### Experience

**Trinity Services Group, Inc./Canteen Correctional Services, Inc., Phoenix, AZ** ..... **May 2007 – Present**  
*Western Regional Dietitian*

- Responsible for maintaining and developing nutrition adequacy of correctional menus for five-state region, current and new business
- Perform nutrition analysis of menus using ESHA software
- Perform on-site auditing of accounts for nutrition contract compliance
- Handle day-to-day diet issues for accounts for individual inmate population

**Greater Phoenix, AZ** ..... **Aug. 2005 – Present**  
*Nutrition Consultant/Contractor for:*

- Nutrition Alliance: Provide medical nutrition therapy, perform monthly foodservice audits and update menu cycles for 9 long-term care facilities, teach ServSafe classes
- Sunfare, Inc.: Provide nutrition counseling to clients, serve as media spokesperson
- Kronos Optimum Wellness Centre: Provided nutrition counseling to clients at the Wellness Centre, conducted cooking classes and nutrition lecture for support group
- Scottsdale Culinary Institute: Nutrition instructor for Le Cordon Bleu Culinary Arts, intense 3-week (45 hours) basic nutrition class
- Epicurean Palate: Cooking instructor for upscale kitchen retailer, developed menu themes and recipes for classes

**TriVita, Inc., Scottsdale, AZ** ..... **Apr. 2003 – July 2004**  
*Health Coach Team Leader/Dietitian*

- Codeveloped new Health Coaching Department and Program for Trivita's members
- Codeveloped Personal Wellness Assessment and Personal Wellness Report based on Trivita's 10 Principles of Healthy Living, including research, writing, and testing validity of assessment
- Assisted IT department in developing and testing software programs to generate personalized results for assessment and report
- Codeveloped Energy Assessment for sales department to market Trivita's nutritional supplements
- Managed health coaching sales staff for inbound and outbound calls

**Pascua Yaqui Tribe, Tucson, AZ** ..... **Oct. 2001 – Feb. 2003**  
*WIC Director / Nutritionist*

- Ensured the program's nutrition care standards, policies and procedures, record maintenance, reporting requirements, and fiscal responsibilities were met. Performed high-risk nutritional counseling to infants, children, and pregnant women
- Developed plans for program expansion and outreach, increased client caseload by 33% to over 1,200 clients served monthly, and managed fiscal operating budget of over \$200,000
- Supervised and managed WIC staff, conducted annual employee evaluations, and trained new and existing staff in program and nutritional care standards



**JPS Health Network, Fort Worth, TX**.....Jan. 1999 – Feb. 2001  
*Community Dietitian*

- Provided nutritional counseling and care plans to patients and families based on assessment of health care needs, taught weekly diabetes classes and participated in American Diabetes Association recognized Diabetes Management Team
- Developed education materials appropriate to diagnosis, age, and language; responsible for nutrition education of 72 family-practice residents, lectured on nutrition topics during grand rounds, prepared clinical policies and procedures for successful JCAHO compliance inspection

**Military**

**United States Air Force - Carswell AFB, TX, Luke AFB, AZ** ..... Feb. 1988 – Aug. 1993  
*Pharmacy Technician*

Performed all aspects of outpatient prescription dispensing in hospital pharmacy averaging over 40,000 prescriptions per month, serving active duty and retired military personnel. Additionally, worked inpatient pharmacy dispensing and compounding medications, including intravenous and total parenteral nutrition.

**Education**

Arizona Culinary Institute, Scottsdale, AZ

*Studies concentrated in: Basic Culinary Arts, Baking and Pastry, Saucier and Meat Fabrication, Advanced Baking, Pastry and Showpieces, Advanced Cuisine, Restaurant Operations and Management, Wines and Spirits.*

Our Kitchen to Yours - Culinary Externship

*Assisted in the development of a new food service concept (home meal replacement) including menu and recipe development, kitchen design and set-up, and startup of day-to-day operations.*

Texas Christian University, Fort Worth, TX - Bachelor of Science, Nutrition and Dietetics

*Dietetic internship in foodservice management; clinical and community nutrition programs.*

USAF School of Allied Health, Sheppard AFB, TX

*Pharmacy Technician Training, United States Air Force*

**Memberships/Credentials**

Registered Dietitian (RD) credentialed by the Commission on Dietetic Registration

Member of American Dietetic Association and Arizona Dietetic Association

Member of the Association of Correctional Food Services Affiliates

Licensed Dietitian: State of Utah, State of New Mexico

Certified ServSafe Instructor

## Job Descriptions

TRINITY SERVICES  
GROUP, INC.



### Job Description

<b>Position Title:</b>	<b>Food Service Director I</b>	<b>Pay Plan:</b>	
<b>FLSA:</b>	Exempt	<b>Position Type:</b>	
<b>Position Supervises</b>	AFSD, Unit Manager(s), Food Service Workers	<b>WC Code:</b>	
<b>Position Reports To:</b>	General Manager and/or District Manager	<b>Job Group:</b>	1B
<b>Revised:</b>	November, 2013	<b>Job Sub-Group:</b>	1B
<b>Department:</b>	Food Service	<b>Census Code:</b>	31

#### Job Summary:

Plan, direct and coordinate the activities associated with running a single site, stand-alone food service operation in a facility with only one kitchen. Supervises a team of Unit Managers or Food Service Workers involved in preparation, serving and clean-up of food service.

#### Essential Functions, Duties, and Responsibilities:

##### Tasks may include, but are not limited to the following:

- Responsible for the supervision, training, and management of the facility food service operation.
- Oversees the appropriate quantities of food are prepared and served according to facility or site plan.
- Insures team members are adequately trained and capable to perform job responsibilities in a safe and compliant manner.
- Maintains accuracy of inventory in advance preparation of planned menu schedule.
- Insures ordering and all required reports are completed accurately and on time.
- Responsible for overseeing all preventive maintenance programs to protect the physical assets of the Program.
- Manages food service operation in compliance with internal policies and procedures as well as required local, state and federal laws and regulations.
- Ensures that food items are stored in a safe and hazard free manner.
- Plans for special events and functions thru participation in meetings with assigned customer facility operations staff.



- Maintain all serving schedules, ensure that all food items are served per menu specifications in a safe and appropriate manner according to departmental guidelines.
- Maintain a sanitary environment following food service and Health Department codes and regulations.
- Maintain accurate on-site reports of daily and monthly financial, production, and activity
- Responsible for any state or other inspection of food service operation.
- May participate in the contract negotiation and renewal process.
- May perform other duties as assigned.

#### **Qualifications- Education, Experience, and Skills:**

##### **Required:**

- Skilled in supervising the use and operation of a variety of kitchen equipment.
- Exercises sound judgment and the ability to assist with emergencies in a calm and effective manner.
- Skilled in managing high volume food preparation, operations and service.
- Experience with safety procedures as applied to food preparation and cooking.
- Ability to lift up to 50 lbs.
- Ability to stand for long periods of time.

#### **Associated Knowledge, Skills and Abilities:**

- Knowledge and experience managing and applying kitchen sanitation and safety standards and methods.
- Knowledge of basic accounting and mathematical abilities to complete necessary reports High School Diploma or Equivalent
- Five years' of management or supervisory experience in a food service environment.
- ServSafe Certified.
- Must be able to pass company background check.
- Must be able to pass drug test.

#### **Core Job Competencies**

To perform the job successfully, an individual should demonstrate the following job competencies :

- **Cooperation/Teamwork** - Works harmoniously and contributes to building a positive team spirit while working with others to get a job done; responds positively to instructions and procedures.
- **Attendance/Punctuality** - Is consistently at work and on time and instills same in team members supervised.
- **Oral Communication** – Listens and gets clarification while following work instruction. Responds well to questions.

- **Attention to Detail** – Ability to consistently follow verbal and written instructions on safe work conditions and food preparation.
- **Customer focused** - Listens and understands the customer (both internal and external); anticipating customer needs; giving high priority to customer satisfaction.
- **Managing Work** - Establishing a course of action for self and/or others to accomplish specific goals by planning proper assignments of personnel and appropriate allocation of resources.

**License/Certification:**

**Preferred:**

- 

**Working Environment:**

Duties are typically performed indoors in a large cafeteria setting.

**Working Conditions/Physical Requirements:**

The work requires standing for long periods of time as well as reaching, stooping, and lifting. Must have the manual dexterity capability to prepare documents using standard office equipment. The noise level is typically moderate.

**Equipment or machines routinely used in this position:**

- 

**Review procedures:**

A regular review and evaluation of the team members's work performance will be conducted.

**Acknowledgement:**

I have read and received a copy of my job description and specifications. I understand the information contained herein, and I further understand that this job description is not intended and should not be construed as a comprehensive list of all the responsibilities, skills, efforts or working conditions associated with my job. I may be required to perform additional tasks necessary to meet the requirements and standards set up by the company.

By signing this document, I agree that in the event that the my employment terminates, either voluntarily or involuntarily, the company may withhold from my final paycheck any amount for company tools, equipment, uniforms or any damages incurred by the employee, except to the extent prohibited by federal or state minimum wage law. I represent that this authorization is executed voluntarily and has not been made as a condition of continued employment.

\_\_\_\_\_  
Team Member Signature/Date



TRINITY SERVICES  
GROUP, INC.



**Job Description**

<b>Position Title:</b>	<b>Food Service Worker I</b>	<b>Pay Plan:</b>	
<b>FLSA:</b>	Non Exempt	<b>Position Type:</b>	
<b>Position Supervises</b>		<b>WC Code:</b>	
<b>Position Reports To:</b>	Unit Manager	<b>Job Group:</b>	9
<b>Revised:</b>	November, 2013	<b>Job Sub-Group:</b>	
<b>Department:</b>	Food Service	<b>Census Code:</b>	403

**Job Summary:**

Performs a variety of kitchen duties as assigned, and/or instructs inmate labor in preparation, and serving of correctional facility meals.

**Essential Functions, Duties, and Responsibilities:**

**Tasks may include, but are not limited to the following:**

- Prepares, assists, or instructs inmate labor in the preparation of a variety of food items in accordance with departmental work production standards, standardized recipes, and work instructions.
- Responsible for cleaning and maintenance of all food service equipment and work areas, as instructed, to ensure proper safety and sanitation.
- Follows prescribed facility requirements in all preparation, oversight, and serving of correctional facility meals.
- Follows assigned facility housekeeping and safety practices as instructed.
- Stores food and supplies in accordance with instructions.
- May perform other duties as assigned.

**Qualifications- Education, Experience, and Skills:**

**Required:**

- High School Diploma or Equivalent
- No prior experience necessary. Prior institutional food service or restaurant experience, a plus.
- Ability to lift up to 50 lbs.
- Ability to stand for long periods of time.

**Core Competencies**

To perform the job successfully, an individual should demonstrate the following job competencies:

- **Cooperation/Teamwork** - Works harmoniously and contributes to building a positive team spirit while working with others to get a job done; responds positively to instructions and procedures.
- **Attendance/Punctuality** - Is consistently at work and on time.
- **Communication Skills** – Communicates information verbally and in writing in a manner that the listener or reader will comprehend.
- **Attention to Detail/Accuracy** – Follows verbal and written instruction while diligently attending to details and pursuing accuracy and quality in accomplishing tasks.
- **Planning and Organization** – Establishes priorities, work schedules and plans in advance in order to meet deadlines and commitments.
- **Managing Work** - Establishing a course of action for self and/or others to accomplish specific goals by planning proper assignments of personnel and appropriate allocation of resources.
- **Accountability and Dependability** - Takes personal responsibility for the quality and timeliness of work, and achieves results with little oversight.

**Associated Knowledge, Skills and Abilities:**

- High School Diploma or Equivalent
- Must be able to pass company background check.
- Must be able to pass drug test.

**License/Certification:**

Preferred:

**Working Environment:**

- Duties are typically performed indoors primarily in an secure correctional setting.

**Working Conditions/Physical Requirements:**

- The work requires standing for long periods of time as well as reaching, stooping, and lifting. The noise level is typically moderate.

**Equipment or machines routinely used in this position:**

- Kitchen equipment and utensils



**Review procedures:**

- A regular review and evaluation of the team member's work performance will be conducted.

**Acknowledgement:**

I have read and received a copy of my job description and specifications. I understand the information contained herein, and I further understand that this job description is not intended and should not be construed as a comprehensive list of all the responsibilities, skills, efforts or working conditions associated with my job. I may be required to perform additional tasks necessary to meet the requirements and standards set up by the company.

By signing this document, I agree that in the event that the my employment terminates, either voluntarily or involuntarily, the company may withhold from my final paycheck any amount for company tools, equipment, uniforms or any damages incurred by the team member, except to the extent prohibited by federal or state minimum wage law. I represent that this authorization is executed voluntarily and has not been made as a condition of continued employment.

\_\_\_\_\_  
Team Member Signature/Date

TRINITY SERVICES  
GROUP, INC.



### Job Description

<b>Position Title:</b>	<b>Cook</b>	<b>Pay Plan:</b>	
<b>FLSA:</b>	Non Exempt	<b>Position Type:</b>	
<b>Position Supervises</b>		<b>WC Code:</b>	
<b>Position Reports To:</b>	Assistant Food Service Director/Food Service Manager	<b>Job Group:</b>	9
<b>Revised:</b>	November, 2013	<b>Job Sub-Group:</b>	
<b>Department:</b>	Food Service	<b>Census Code:</b>	402

#### Job Summary:

Accurately and efficiently prepares a variety of food items in accordance with assigned work instructions and menus. Utilizes a variety of food preparation utensils and machines in preparing food.

#### Essential Functions, Duties, and Responsibilities:

- Prepares a variety of meats, seafood, poultry, vegetables and other food items for cooking in broilers, ovens, grills, fryers and a variety of other kitchen equipment
- Refer to Daily Prep List at the start of each shift for assigned duties and completes opening and closing checklists daily.
- Promptly reports equipment and food quality or shortage problems to Assistant Food Service Director/Food Service Manager.
- Knows and complies consistently with standard portion sizes, cooking methods, quality standards and kitchen rules, recipes, policies and procedures.
- Follows assigned instruction to properly stock and maintain sufficient levels of food products at line stations to assure smooth serving of food.
- Portions food products prior to cooking according to standard portion sizes and recipe specifications.
- Maintains a clean and sanitary work station area.
- Following assigned recipes, prepares food items for broiling, grilling, frying, sautéing or other cooking methods by portioning, battering, breading, seasoning and/or marinating according to directions.
- Follows proper plate presentation and garnish set up for all dishes.
- Handles, stores, labels, and rotates all products properly and in accordance to applicable state laws.
- May perform other duties as assigned.



### Qualifications- Education, Experience, and Skills:

#### Required:

- High School Diploma or Equivalent.
- Prior experience cooking in a cafeteria or large volume production facility a plus.
- Prior knowledge and experience in a kitchen or large cafeteria setting preferred.
- Experience with safety procedures as typical in a cafeteria or food service environment.
- Ability to perform basic math such as addition and subtraction.
- Ability to lift up to 50 lbs.
- Ability to stand for long periods of time.

### Core Competencies

To perform the job successfully, an individual should demonstrate the following job competencies:

- **Cooperation/Teamwork** - Works harmoniously and contributes to building a positive team spirit while working with others to get a job done; responds positively to instructions and procedures.
- **Attendance/Punctuality** - Is consistently at work and on time.
- **Communication Skills** – Communicates information verbally and in writing in a manner that the listener or reader will comprehend.
- **Attention to Detail/Accuracy** – Follows verbal and written instruction while diligently attending to details and pursuing accuracy and quality in accomplishing tasks.
- **Planning and Organization** – Establishes priorities, work schedules and plans in advance in order to meet deadlines and commitments.
- **Managing Work** - Establishing a course of action for self and/or others to accomplish specific goals by planning proper assignments of personnel and appropriate allocation of resources.
- **Accountability and Dependability** - Takes personal responsibility for the quality and timeliness of work, and achieves results with little oversight.

### Associated Knowledge, Skills and Abilities:

- Appropriate state food handler certification and/or ServSafe Certification
- Knowledge and experience with sanitation and safety procedures as typical in a cafeteria or food service environment.
- Must be able to read and follow a recipe unsupervised
- Must be able to pass company background check.
- Must be able to pass drug test.
-

**License/Certification:**

**Preferred:**

- Safe food handler certification and/or ServSafe certification preferred.

**Working Environment:**

- Duties are typically performed indoors primarily in a cafeteria or kitchen setting.

**Working Conditions/Physical Requirements:**

- The work requires standing for long periods of time as well as reaching, stooping, and lifting. The noise level is typically moderate.

**Equipment or machines routinely used in this position:**

- Kitchen equipment and utensils

**Review procedures:**

- A regular review and evaluation of the team member's work performance will be conducted.

**Acknowledgement:**

I have read and received a copy of my job description and specifications. I understand the information contained herein, and I further understand that this job description is not intended and should not be construed as a comprehensive list of all the responsibilities, skills, efforts or working conditions associated with my job. I may be required to perform additional tasks necessary to meet the requirements and standards set up by the company.

By signing this document, I agree that in the event that the my employment terminates, either voluntarily or involuntarily, the company may withhold from my final paycheck any amount for company tools, equipment, uniforms or any damages incurred by the team member, except to the extent prohibited by federal or state minimum wage law. I represent that this authorization is executed voluntarily and has not been made as a condition of continued employment.

\_\_\_\_\_  
Team Member Signature/Date



## Sample Inmate Job Descriptions

### CART RUNNER

#### Purpose:

- To move tray delivery carts under the direction of a Trinity Food Service Worker.

#### Duties:

*The Cart Runner in the area of "Production" will:*

- Deliver and return food carts in an orderly and timely manner.
- Wipe any excess foods from loaded trays before delivery.
- Strap down all trays before delivery.
- Assist in the preparation of food items.
- Assist in setting up trays for tray line.
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

*The Cart Runner in the area of "Equipment Usage" will:*

- Completely understand the operation and safety procedures of assigned cleaning equipment.
- Return all cleaning equipment to proper storage area upon completion of cleaning.
- Assist in any other duties deemed necessary by food service.

*The Cart Runner in the area of "Sanitation" will:*

- Clean and sanitize all food delivery carts.
- Orderly stage dried food carts in the kitchen.
- Assist in the cleaning of all dietary areas.
- Assist in any other duties deemed necessary by food service.

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### COOK'S HELPER

#### Purpose:

- To assist staff in the preparation and cooking of menu items in a correctional food service program.

#### Duties:

*The Cook's Helper in the area of Production will:*

- Assist staff cooks in the preparing of all food items.
- Prepare items only according to daily production records.
- Pan and or tray food needed for daily meals.
- Prepare correct portions so no shortages occur during serving.
- Produce food by predetermined serving times.
- Keep food maintained at temperatures of at least 140°F or above, or 40°F or below.
- Prepare items consistent in color, taste, and temperature.
- Follow instructions of staff in the production of all menu items.
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

*The Cook's Helper in the area of Equipment Usage will:*

- Operate equipment only under the complete supervision of staff.
- Completely understand the operation and safety procedures of all equipment.
- Clean all equipment after use.
- Assist in any other duties deemed necessary by food service.

*The Cook's Helper in the area of Sanitation will:*

- Clean all production areas prior to the completion of his shift.
- Clean and sanitize all cooking utensils used for production of meals.
- Clean all worktables, sinks, and cutting boards, etc. used in production.
- Keep all food spills off floors and equipment at all times.
- Keep refrigerators and walk-ins clean and organized at all times.
- Assist in any other duties deemed necessary by food service.

## DIET CLERK

### Purpose:

- To assist the diet supervisor in the preparation and cooking of dietary paperwork and dietary menu items in a correctional food service program.

### Duties:

#### *The Diet Clerk in the area of Production will:*

- Assist the Food Service personnel in the preparation of any foods needed for diets
- Assist in the preparation of diet snack bags
- Assist in the set up of diet labels, staying three day ahead of the menu at all times
- Assist the Food Service personnel in making copies, corrections, verifications sheet and census sheet
- Assist food service employees in the serving of the diet menu items
- Assist in any other duties deemed necessary by food service

#### *The Diet Clerk in the area of Equipment Usage will:*

- Operate equipment only under the complete supervision of staff
- Completely understand the operation and safety procedures of all equipment
- Clean all equipment after use
- Assist in any other duties deemed necessary by food service

#### *The Diet Clerk in the area of Sanitation will:*

- Clean all production areas prior to the completion of his shift
- Clean and sanitize any utensils or equipment used for production of diet meals
- Clean all worktables, sinks, and cutting boards, etc. used in production
- Keep reach-in refrigerators clean and organized at all times
- Assist in any other duties deemed necessary by food service

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

## DISH WASHER

### Purpose:

- To clean and sanitize all food trays and utensils in a correctional food service program.

### Duties:

#### *The Dish Washer in the area of Dish washing will:*

- Make sure dish machines are filled with correct chemical for cleaning at all times.
- Maintain correct operating temperatures for all cycles in washing items.
- Scrape all unused food and garbage into proper containers prior to washing.
- Pre-wash all items prior to putting through dish machines.
- Put all items on proper racks and place in dish machine for complete washing and sanitizing.
- Check after completion of washing that all items are clean.
- Place all cleaned items in proper storage areas.
- Follow instruction of staff personnel in the washing of all items used in food service.
- Assist in any other duties deemed necessary by food service.

#### *The Dish Washer in the of Equipment Usage will:*

- Use only equipment that cleans and sanitizes trays and utensils.
- Completely understand the operation and safety procedures of assigned dish washing equipment.
- See that equipment is in proper working conditions at all times.
- Assist in any other duties deemed necessary by food service.

#### *The Dish Washer in the area of Sanitation will:*

- Completely break down and clean the dish machine at the end of the shift.
- Empty trash container prior to the end of each shift.
- Scrub and clean sinks, counters, and dish machines.
- Sweep and mop floors daily using equipment and chemicals provided by supervisor.
- Keep water and grease off floors at all times.
- Clean the outside of the dish machine daily.
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.



## SANITATION WORKER

### Purpose:

- To maintain a clean and sanitary Dining Room in a correctional food service program.

### Duties:

*The Sanitation Worker in the area of Sanitation will:*

- Check cleaning schedule daily.
- Assist in the cleaning of all areas of the Officer's Dining Room.
- Use only authorized cleaning chemicals.
- Clean and sanitize equipment per written instructions.
- Sweep and mop floors as required throughout the day.
- Keep trash containers emptied.
- Clean rest rooms, hand sinks, and break areas at designated times
- Clean walls, ceilings and other areas with proper cleaning equipment.
- Keep all cleaning chemicals away from food area.
- Follow instructions from staff personnel in the cleaning and sanitizing of the kitchen.
- Assist in any other duties deemed necessary by food service.

*The Sanitation Worker in the area of Equipment Usage will:*

- Completely understand the operation and safety procedures of all cleaning equipment.
- Make sure that equipment is in the proper working condition at all times.
- Place cleaning equipment in proper storage area upon completion
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

---

## SERVER/TRAY-LINE WORKER

### Purpose:

- To serve and tray meals in a correctional food service program.

### Duties:

*The Server/Tray-Line Worker in the area of Production will:*

- Only serve items on approved menu items.
- Set up serving lines per production records.
- Serve correct portion in each person.
- Make sure food is served at proper temperatures.
- Wear hair nets/hats and serving gloves at all times during serving of a meal.
- Make sure every tray receives all menu items available.
- Use proper serving utensils during on all trays.
- Serve meal in a sanitary manner at all times.
- Be efficient to keep delays during serving minimal.
- Asses staff with the proper storage of leftovers.
- Follow instructions of staff personnel in the serving of all meals.
- Be ready to serve meals at predetermined times.
- Assist in any other duties deemed necessary by food service.

*The Server/Tray-Line Worker in the area of Equipment Usage will:*

- See that serving equipment is in proper working conditions.
- Operate equipment only under the complete supervision of staff.
- Completely understand the operation and safety procedures of all equipment.
- Clean all equipment after use.
- Assist in any other duties deemed necessary by food service.

*The Server/Tray-Line Worker in the area of "Sanitation" will:*

- Clean serving line several times during servicing with proper sanitizing solution.
- Break down, clean and sanitize the serving line at meal completion.
- Clean and sanitize tray line area.
- Assist cart runners and dish washers as directed by staff.
- Assist in any other duties deemed necessary by food service

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

## UTILITY WORKER

### Purpose:

- To move tray delivery carts under the direction of a Trinity Food Service Worker and assist as needed in the kitchen during production.

### Duties:

#### *The Utility Worker in the area of Production will:*

- Deliver and return food carts in an orderly and timely manner.
- Wipe any excess foods from loaded trays before delivery.
- Strap down all trays before delivery.
- Assist in the preparation of food items.
- Assist in setting up trays for tray line.
- Assist in any other duties deemed necessary by food service.

#### *The Utility Worker in the area of Equipment Usage will:*

- Completely understand the operation and safety procedures of assigned cleaning equipment.
- Return all cleaning equipment to proper storage area upon completion of cleaning.
- Assist in any other duties deemed necessary by food service.

#### *The Utility Worker in the area of "Sanitation" will:*

- Clean and sanitize all food delivery carts.
- Orderly stage dried food carts in the kitchen.
- Assist in the cleaning of all dietary areas.
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.

## WAREHOUSE WORKER

### Purpose:

- To assist in receiving, transporting and maintaining storage of all products in a correctional food service program.

### Duties:

#### *The Warehouse Worker in the area of Product Storage will:*

- Assist in the receiving of all items shipped to food service.
- Rotate products for freshness. FIFO, (First In, First Out)
- Store all food off the floors and away from walls.
- Handle all products with care to eliminate product damage.
- Assist in filling production requisitions completely and by designated meals.
- Keep products stored properly for ease of inventory at all times.
- Put all controlled products under secured area immediately when received.
- Follow instructions of staff personnel in the storage of all foodstuffs.
- Assist in any other duties deemed necessary by food service.

#### *The Warehouse Worker in the area of Equipment Usage will:*

- Use warehouse equipment only for moving or loading of products.
- Completely understand the operation and safety procedures of all equipment.
- See that equipment is in proper working conditions at all times.
- Assist in any other duties deemed necessary by food service.

#### *The Warehouse Worker in the area of Sanitation will:*

- Keep all storage areas free of dirt, boxes, trash, and cleaning chemicals at all times.
- Make sure that all storage areas are maintained for control mice and other rodents.
- Sweep and mop floors daily.
- Empty trash containers daily.
- Clean shelves and change pallets as needed.
- Keep supplies organized at all times.
- Assist in any other duties deemed necessary by food service.

All dietary workers will wear hair restraints, etc. while in the kitchen and gloves when handling food.



## Sanitation

The implementation of standards for safety and sanitation in a food service program is critical to the ultimate success of the entire program. We know that your facility recognizes the importance of this aspect of the service.

The Sanitation and Safety Program must be closely monitored. The fact that the American Correctional Association (ACA) has devoted a section of the Food Service Chapter in its ACA Standards Program to this subject, underscores its importance. Municipal agencies at the city, county, state, and federal levels have developed rating systems and inspection procedures to monitor this element of food service. Our systems and procedures exceed the levels of compliance mandated by inspecting and governing agencies.

Working with the appropriate personnel at each facility, the county and district manager will establish daily, weekly, monthly, and quarterly cleaning schedules.

A sanitation program is more than cleaning schedules and without a doubt, they are a critically important element. The equipment and work

areas must be maintained at the highest level of cleanliness; however, it does not stop with the facility and its equipment.

Sanitary standards are also established for the personnel within the unit. Food-handling procedures must be initiated and monitored for:

- Receiving
- Inventory
- Rotation
- Dry, refrigerated and frozen storage
- Food transport
- Garbage removal
- Pest control
- Other elements that closely affect any food service operation

Our plan for your facility provides for a program that includes regularly scheduled cleaning, preventative maintenance, and initial and ongoing employee training that will ensure the standards implemented will continue at optimum levels.

We have included an overview of our Sanitation Program on the following pages.





**Opening Shift Task list** date/shift \_\_\_\_\_

initials

_____	Check paper towels dispensers	_____
_____	Check soap dispensers	_____
_____	Fill Sanitizer pails & check for 200PPM	_____
_____	Fill Dishmachine and check Sanitizer 200PPM	_____
_____	Record Dishwasher Sanitizer on log for that shift	_____
_____	Fill 3 compartment sinks Soap - rinse--sanitize	_____
_____	Check 3rd sink sanitizer for 200PPM	_____
_____	Record cooler and freezer temps on logs	_____
_____	Check coolers for leftovers--	_____
_____	All ___ Leftovers labled properly (3 days us by date)	_____
_____	In 4 inch pans and covered	_____
_____	Verify Cool down log for that item is complete	_____
_____	Grab markers	_____
_____	Grab Thermometer	_____
_____	Grab test strips	_____
_____	Food temped as it is finished cooking	_____
_____	All itmes in warmer are timed and temped	_____
_____	Check trays for west nesting	_____
_____	Check pans for wet nesting	_____
_____	Mop heads are clean	_____
_____	Portions to start with are counted	_____
_____	Progressive back up is set up	_____

Note: initialling a specific line means you personally checked that item for completeness.



**Closing Shift Task list** date/shift \_\_\_\_\_

initials

- \_\_\_\_\_ *Production records completed -ASAP line is finished* \_\_\_\_\_
- \_\_\_\_\_ *All Staged product is labeled and dated* \_\_\_\_\_
- \_\_\_\_\_ *All towels are in sanitizer or laundry bag for cleaning* \_\_\_\_\_
- \_\_\_\_\_ *All floors swept and mopped* \_\_\_\_\_
- \_\_\_\_\_ *Mop heads clean and hanging properly* \_\_\_\_\_
- \_\_\_\_\_ *Freezer and cooler temps logged* \_\_\_\_\_
- \_\_\_\_\_ *Dining room tables and seats are spotless* \_\_\_\_\_
- \_\_\_\_\_ *Juice machine and coffee maker are cleaned* \_\_\_\_\_
- \_\_\_\_\_ *Juice machine nozzes are being sanitized* \_\_\_\_\_
- \_\_\_\_\_ *No Scoop being stored in ice bin* \_\_\_\_\_
- \_\_\_\_\_ *Cool Down sheet for each item in process or finished* \_\_\_\_\_
- \_\_\_\_\_ **RETURN** markers \_\_\_\_\_
- \_\_\_\_\_ **RETURN** Thermometer \_\_\_\_\_
- \_\_\_\_\_ **RETURN** test strips \_\_\_\_\_
- \_\_\_\_\_ *All tools checked back in* \_\_\_\_\_
- \_\_\_\_\_ *All coolers swept and mopped -Freezer swept only* \_\_\_\_\_
- \_\_\_\_\_ *Store room swept anf mopped* \_\_\_\_\_
- \_\_\_\_\_ *All ovens have been wiped out* \_\_\_\_\_
- \_\_\_\_\_ *Warmers are shut off and wiped out* \_\_\_\_\_
- \_\_\_\_\_ *Floor drainsand screens are clean and food free* \_\_\_\_\_
- \_\_\_\_\_ *Communicate to next shift any issues-verbal or written* \_\_\_\_\_

Note: initialling a specific line means you personally checked that item for completeness.

**Detailed cleaning schedule**

Monday

*AM & PM Back dock is swept, hosed and organized*  
*AM crew---Hoods are wiped off -inside and out*  
*All brass pipes are polished ( Dishroom, pot sink, serving line, drinks )*  
*AM crew---Hood filters get cleaned and returned*

Tuesday

*AM -Deep cleaning on **All** Ovens -inside and out*  
*PM crew Hoods are wiped off -inside and outside*  
*AM & PM Back dock is swept, hosed and organized*  
*All brass pipes are polished ( Dishroom, pot sink, serving line, drinks )*  
*PM crew---Hood filters get cleaned and returned*

Wednesday

*AM & PM Back dock is swept, hosed and organized*  
*AM crew---Hoods are wiped off -inside and out*  
*All brass pipes are polished ( Dishroom, pot sink, serving line, drinks )*  
*AM crew---Hood filters get cleaned and returned*

Thursday

*AM -Deep cleaning on **All** Ovens -inside and out*  
*PM crew Hoods are wiped off -inside and outside*  
*AM & PM Back dock is swept, hosed and organized*  
*All brass pipes are polished ( Dishroom, pot sink, serving line, drinks )*  
*PM crew---Hood filters get cleaned and returned*

Friday

*All brass pipes are polished ( Dishroom, pot sink, serving line, drinks )*  
*AM & PM Back dock is swept, hosed and organized*  
*AM & PM crew---Hoods are wiped off -inside and out*  
*AM crew -Base boards in whole dining room cleaned*  
*PM crew Base boards in whole kitchen get cleaned*



## Monthly Deep Cleaning Schedule

**MONTH:** \_\_\_\_\_

**YEAR:** \_\_\_\_\_

Equipment	DAY OF THE MONTH																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
<b>Dish Machine</b>																																
Cleaning Days		X			X			X			X			X			X			X			X			X						
Completed																																
<b>Ovens</b>																																
Cleaning Days				X							X						X									X						
Completed																																
<b>Tilt Tops</b>																																
Cleaning Days	X							X						X																		
Completed																																
<b>Grills</b>																																
Cleaning Days			X							X							X							X								
Completed																																
<b>Fryers</b>																																
Cleaning Days						X						X							X													
Completed																																
<b>Coolers</b>																																
Cleaning Days	X			X			X			X		X		X		X		X		X		X		X		X		X		X		
Completed																																
<b>Freezers</b>																																
Cleaning Days		X			X			X			X		X		X		X		X		X		X		X		X		X			
Completed																																
<b>Dry Storage</b>																																
Cleaning Days					X					X				X				X				X			X							
Completed																																
<b>Chemical Room</b>																																
Cleaning Days	X							X						X								X										
Completed																																
<b>Office</b>																																
Cleaning Days					X								X											X								
Completed																																
<b>Utility Area</b>																																
Cleaning Days			X					X				X					X						X					X				

# Firm Supplied Programs

## Inmate Training Program

The value of inmate training cannot be overly emphasized. We provide inmate education in many jails across the nation. We are able to give your facility the opportunity to equip selected inmates with real and usable job skills. All our operations use the basic inmate-training program developed by our training department and available online to all managers and locations.

These, and similar, programs have allowed the jails we service to educate the public on ways the county is trying to reduce criminal recidivism. This is a great example of the true partnership we have with the jails in which we operate.

Regardless of what position an individual accepts in the food preparation and service segment of the food services industry, there are basic skills and knowledge that all personnel must have, including:

- Procedures for safe food handling
- Proper methods for maintaining a sanitary facility
- Knowledge of equipment operation and safety
- Food preparation methods, service standards, and quality control
- Food presentation, merchandising, and customer service

The objective of our Inmate Training Program is to teach inmates skills that will give them confidence and knowledge to perform the job at a level that meets the requirements of the kitchen operation and the facility. The training process is not arduous, nor is it complicated and difficult to understand – it is simple and concise.

Before any inmate, regardless of experience, begins work in the kitchen, in any position, he or she must complete the “Common Sense, Common Practice” video program.

The role of the inmate trainee is one of a student. The inmate learns the educational material and then applies it to his or her assigned kitchen duties. Inmate workers are placed in positions that commensurate with their knowledge and abilities as determined by an interview conducted by supervisory personnel. Inmates advance by achieving appropriate levels of competency. Our supervisory personnel formally evaluates an inmate’s performance on a routine basis by using and maintaining the Inmate Training Log, which becomes a part of the inmate’s kitchen work records.

It is the expectation that all food service workers, regardless of status, perform their duties in a safe, efficient manner and in accordance with all jurisdictional laws and regulations. Failure to comply with all food safety, sanitation, and approved kitchen procedures will result in disciplinary action.



## How the Program Works

The material to be mastered is divided into two learning areas:

### I — Food Safety and Sanitation

### II — Kitchen Skills

Each learning area is segmented into specific lesson plans and handouts. It is recommended that all lessons in Section I be completed before beginning Section II. However, each lesson stands on its own merit and can be used independently to instruct inmate workers who have specific lesson-related experience, but may not have acquired the knowledge and experience relating to that specific lesson.

The instructor-led training provides the inmate trainee with practical knowledge to perform tasks at a satisfactory level, ensuring food safety as well as a high-quality product, while learning valuable life skills. Inmates receive *Certificates of Accomplishment* upon successful completion of each segment of the program.

We have included a course outline (below).

TRINITY SERVICES  
GROUP, INC.



## Inmate Training and Development Program

### TABLE OF CONTENTS

#### Section I: Food Safety and Sanitation

- 1-1 Orientation
- 1-2 Handwashing Procedures
- 1-3 Proper Use of Disposable Gloves
- 1-4 Eight Rules of Safe Food Handling
- 1-5 The Basics of Foodborne Illness
- 1-6 Cross-Contamination
- 1-7 Cloth Contamination
- 1-8 How to Sanitize a Food Preparation Table
- 1-9 Material Safety Data Sheets
- 1-10 The Three Compartment Sink
- 1-11 Operating a Dish Machine
- 1-12 How to Sanitize a Thermometer
- 1-13 Thawing Foods Properly
- 1-14 Cooling Procedures
- 1-15 Reheating Foods
- 1-16 Handling Leftovers
- 1-17 Proper Portion Controls at the Serving Line
- 1-18 Setting Up a Serving Line (Steam Table)

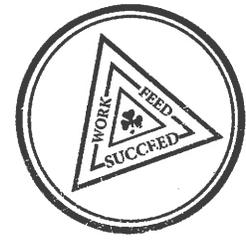
#### Section II: Kitchen Skills

- 2-1 What is a Menu
- 2-2 What is a Recipe
- 2-3 What is a Pull/Prep Sheet
- 2-4 What is a Food Production Record/Plan
- 2-5 Using Prep Time Safely
- 2-6 Types of Knives
- 2-7 Basic Knife Skills
- 2-8 Knife Safety Tips
- 2-9 Kitchen Equipment – Safety Precautions
- 2-10 Kitchen Equipment – Grinding, Slicing, and Pureeing
- 2-11 Kitchen Equipment – Kettles and Steamers
- 2-12 Kitchen Equipment – Stoves, Ranges and Ovens
- 2-13 Kitchen Equipment – Griddles and Grills
- 2-14 Kitchen Equipment – Types of Refrigeration
- 2-15 Kitchen Equipment – Cleaning
- 2-16 Kitchen Equipment – How to Operate

## Inmate Training and Education Programs

### Hands-On Training

Trinity's **WORK FEED SUCCEED** program is a comprehensive, hands-on approach to teaching pre-screened inmates specific and usable skills in the food service industry. This vocational approach educates and trains inmates in three key levels to **WORK** in a commercial kitchen environment, **FEED** their peers, and ultimately **SUCCEED** in a professional foodservice environment upon their release.



**Level 1** – Train and provide skills for inmates to **WORK** a full-time schedule contributing to the daily food service operation.

**Level 2** – Inmates with a high level of proficiency, are taught more complex skills to **FEED** their peers in preparation for a commercial kitchen environment after release.

**Level 3** – Newly released inmates who have attained the level 2 competency certificate, will be given multiple opportunities to gain employment and **SUCCEED** in a professional foodservice environment.

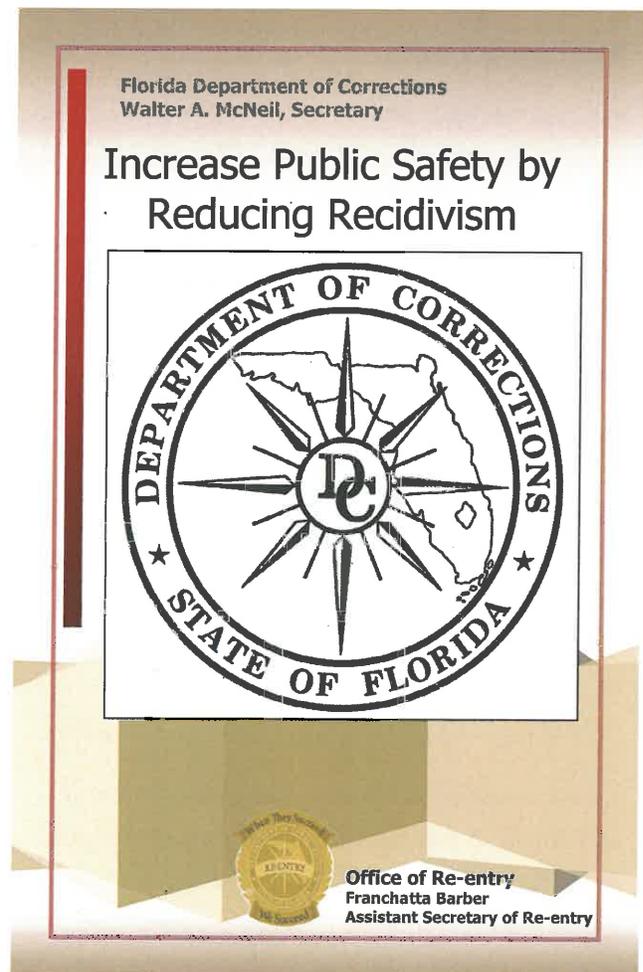
### Training and Certification Programs Work

A 2009 study by the Florida Department of Corrections showed that inmates with a Vocational Certificate—like Trinity's Food Service Kitchen Safety and ServSafe programs—**had a recidivism rate that was 14% lower than the overall inmate population.**

#### Additional Hands-on Development Opportunities

In facilities equipped with Officer Dining Rooms, Trinity proposes to re-open these facilities to implement the "Trinity Takeout" program. Inmates will train in a retail environment, learning management and operational skills by preparing an enhanced food menu for purchase by Staff and inmates. This is a self-sustaining program where the additional expense for product, certification, training, and operation is covered by "Trinity Takeout" sales.

If an Officer Dining Room is not available, inmates will receive additional vocational education as part of the daily work schedule and provided a 'pathway' manual along with Certificates of Achievement documenting aptitude at each level.





## Experience & Expertise

Our Kitchen Skills certification program features 13 classroom modules developed by certified ServSafe Proctors and Senior Trainers from Trinity. A dedicated trainer instructs, trains, and certifies facility managers to lead, demonstrate, and train pre-selected inmates. We use a specific 'train-the-trainer' approach to quickly implement widespread, comprehensive programs across a corrections network.

## Flexibility

*Our approach is unique because it is tailored to the needs and requirements of your facility.*

Our programs in Kitchen & Food Safety, Food Service, Kitchen Skills, and ServSafe certification are easily modified based on inmate population, literacy levels, security requirements, and state and local regulations. Our site manager-training course can be completed in as little as 5 days. The inmate instruction classes vary from six to nine months and can be accomplished through direct classroom and lecture time, coupled with closely supervised on-the-job kitchen training. These classroom modules can be scheduled far in advance and seamlessly integrated into existing facility operations.

## In-Depth Look

Trinity's **WORK FEED SUCCEED** program provides all the material necessary to conduct the training, including manuals, workbooks, presentations, and videos in these key modules:

- Food & Kitchen Safety
- Basic Kitchen Equipment Safety
- Knife and Mise en Place Skills
- Product Identification and Handling
- Sauces and Thickening Agents
- Soups
- Grilling, Broiling and Roasting
- Sautéing and Stir Frying
- Pan Frying and Deep Frying
- Poaching, Simmering and Steaming
- Braising and Stewing
- Baking – Yeast Breads and Pie Dough
- Baking – Quick Breads, Cakes and Cookies

Upon completion of these programs, inmates can enroll in our ServSafe certification program to leverage learned skills and take the National Restaurant Association's ServSafe exam. The ServSafe designation is recognized in all 50 states and widely seen as improving an applicant's ability to obtain AND retain a career position in the food service industry.

### People and Good Sanitation

- People Pose the Major Risk to Food Safety
- Keys To Success
  - Establish Sanitation Policies Specific to Job Duties
  - Hire the Right People for the Job
  - Orientation and Training
  - Continuous Supervision
  - Policy Enforcement
- Sanitation Exemplified by Management

### Technique Selection Criteria

- Simmering
  - Less Tender Items
  - Avoid Discoloration (e.g. green vegetables)
  - Larger Pieces
- Steaming
  - Very Delicate Flavors
  - Naturally Tender

## Additional Opportunities

When possible, we open the **WORK FEED SUCCEED** program to officer dining rooms and other food support services. As many facilities look to reduce costs beyond inmate feeding, we are able to leverage properly trained inmate labor in the officer dining areas. This strategy provides additional training opportunities and certifications outside the normal inmate kitchen environment.

## Proficiency

Upon completion of the training, inmates are awarded a Certificate of Accomplishment showing successful completion of the **Trinity WORK FEED SUCCEED Program**. Our Trinity Services Group ServSafe proctors are able to administer the ServSafe certification exam, allowing inmates nearing release to receive their ServSafe Certification.

## Reward

In addition to these important and valuable certifications, Trinity's **WORK FEED SUCCEED** program rewards our Kitchen Skills graduates with a truly unique opportunity. Upon completion of the various levels of the Trinity program, a qualified inmate will be eligible for a number of customized rewards.

We are committed to working with the unique needs of every facility and we will tailor the reward based on the environment of that facility. We have a number of custom rewards including colored chef's jackets and hats, a five-star quality meal, additional visitation time, or free time at the facility. These rewards create both a great incentive for good behavior and a lasting memory. Without question, our reward system is administered in full compliance of facility regulations are closely monitored by the facility's staff.





Flagler Live, the only full service print news organization serving Flagler County, Florida recently highlighted the success of Trinity's **WORK FEED SUCCEED** Program. We tailored our certification programs to meet the needs of The Flagler County Jail and the Florida Restaurant and Lodging Association. Our specialized approach has resulted in many inmates receiving "Florida Safe Staff Food Handler Certificates," allowing them to start work immediately at any food service job after their release.

## FlaglerLive.com

Your news source for Flagler, Florida & beyond!

### Two Flagler Jail Inmates Earn Food Handling Certifications, Ready for Jobs

FLAGLERLIVE.COM/2012/11/20/12

Recommend Be the first of your friends to recommend this.



The kitchen at the Flagler County jail. (© FlaglerLive)

After spending some time in the Flagler County jail, two inmates will be ready to work in an area restaurant thanks to a new educational program at the Flagler County jail. The jail is run by Director Becky Quintieri.



Oleg Dubrovskyy

Inmate Trustees Oleg Dubrovskyy, 22, and Justin Hurt, 23, were assigned to work in the county jail kitchen with Jose Rivera, a food service manager with Trinity Services, the company that contracts to provide inmate meals. Rivera, through a partnership with the Sheriff's Office, began an instruction course for food handling which resulted in Dubrovskyy and Hurt obtaining a "Safe Staff Food Handler Certificate." The certification allows them to immediately start work in any food service job. Dubrovskyy, held on \$25,000 bail, is expected to be released in six months. Hurt has been released.

"These two men will be coming out of the jail with a marketable skill. Restaurant employers will not have to wait for them to get their certification - they can start right away," Flagler County Sheriff

Don Fleming said. "We have given them an opportunity to improve their futures while serving their time."



Justin Hurt

The inmates had to complete seven chapters of instruction by Rivera. After each chapter, a quiz was completed. At the completion of the curriculum, a test was administered and both inmates passed. The certification program is offered by the Florida Restaurant and Lodging Association. The certifications will expire after three years and may be renewed.

Dubrovskyy, of Point Pleasant Drive in Palm Coast, has been booked into the jail 10 times since 2009, most recently in February, on a probation violation charges, when he was caught with a controlled substance. Most of his previous stints in jail were for minor, non-violent offenses, with the exception of a DUI charge in 2009.

Hurt, of Oviedo, is no longer at the jail. He was booked in April on a probation violation charge.

<http://flaggerlive.com/45270/flagler-jail-jobs/>

Our detailed focus and consistent programs have led to much success at facilities all over the county. Our partnership with The Yuma County Sheriff's Office led to great financial savings, vastly improved food safety inspection scores, reduced prisoner grievances, and dozens of "Kitchen Skills" certifications which have led to improved chances of employment post release. Operating under the Canteen Correctional Services brand when this contract began, Trinity Services Group has continued to refine and improve this program at Yuma County and across the country.

A recent article about Trinity at Yuma County is on the following pages.

Yumasun.com Posted Sunday, April 27, 2014 6:00 a.m.

## Kitchen duty: Meals served in jail meet stringent requirements

By Chris McDaniel

Each day, a dedicated group of cooks work to ensure the inmates inside the Yuma County Adult Detention (YCDC) Center and the Yuma County Juvenile Justice Center (YCJJC) receive nourishing meals as they serve out sentences or await court proceedings for pending cases.

According to the Yuma County Sheriff's Office, meals are made according to menu specifications and include breakfast, lunch and dinner each day – two of which are hot meals.

In 2013, YCDC's average daily prisoner population was 543 prisoners, while YCJJC's average daily juvenile prisoner population was 38 prisoners.

From January to December 2013, a total of 658,987 meals were made at YCDC. Of this total, 39,314 meals were provided under contract to YCJJC. In 2013, the average number of meals prepared per day was 1,698 adult meals and 108 juvenile meals.

A small portion of the total meals prepared are for inmates who practice vegetarianism, veganism, observe religious restrictions or abstain from certain foods for health reasons.

"Various diets are provided to eligible prisoners conforming to special religious or physician-ordered specifications," Deputy Alfonso Zavala, YCSO public information officer, and various YCSO officials told the Yuma Sun in a joint statement. "The average daily number of prisoners receiving medical or religious diets has been approximately 30 (per day) including an average of 10 night snack meals to prisoners for medically approved diets. In 2013, the most common medical and religious diet orders were diabetic, low sodium, and kosher diets."

With an average cost of \$1.08 per meal last year, the total cost of preparing food for YCDC and YCJJC in 2013 was



*Photo Courtesy of YCSO*

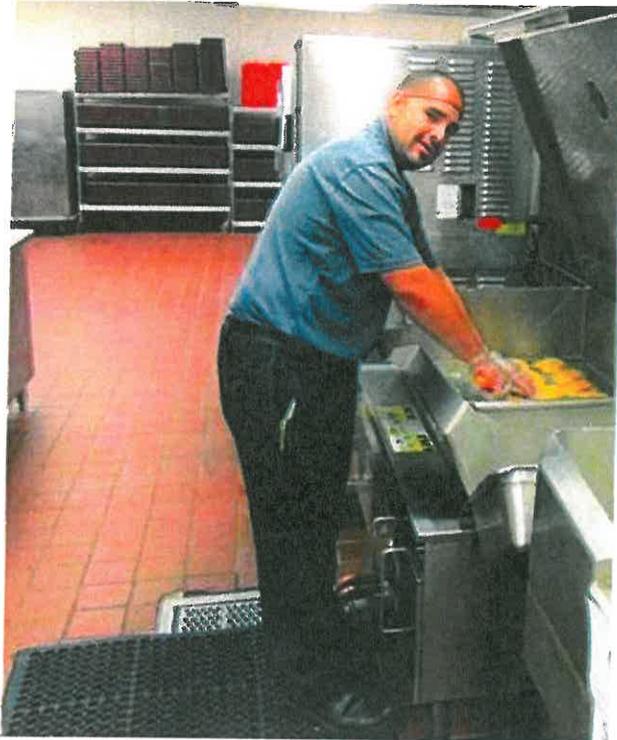
YCDC inmates chosen to participate in the "Kitchen Skills" program are seen here. The program focuses on five distinct topics over a thirty day period. Those topics include: food safety, personal safety, sanitation, knowledge of chemical supplies, and basic food service protocols. The training gives them skills they can use to find a job in the food service industry post-release.

about \$711,706, or about \$1,950 each day. The food is prepared in the 3,000 square foot YCDC kitchen, which is comparable in size to a large cafeteria kitchen.

The food preparation is overseen by Trinity Services Group, Inc., which was formerly known as Canteen Correctional Services. The company has been under contract with YCSO to manage the Yuma County Jail District Food Service since April 1, 2007.

"Trinity Services Group has provided quality service for the corrections industry for over 25 years," YCSO officials said. "Trinity's commitment to Yuma County and to the prisoners incarcerated in YCDC is to deliver quality service programs, which includes good food, properly trained staff, fiscal responsibility, and efficient response while maintaining safety and security."

All Trinity Services Group employees must complete a background investigation prior to assignment in the kitchen at YCDC, and must comply with YCSO's written policies and procedures relating to facility security.



*Photo Courtesy of YCSO*

A kitchen supervisor with Trinity Services Group, Inc. - which has been under contract with YCSO to manage the Yuma County Jail District Food Service program since April 1, 2007 - prepares food in the 3,000 square feet YCDC kitchen recently.

"Training is provided on site by the YCDC staff to include radio procedures, prisoner surveillance and management, critical incident procedures... and interpersonal communication skills," YCSO officials said.

The cooking staff includes six kitchen supervisors who manage various kitchen crews staffed by working prisoners, and ensure quality control and menu specifications are maintained during each meal service.

"Working prisoners are screened and assigned to various kitchen crews by YCDC's classification section," YCSO officials said. "Kitchen crews prepare meals in the kitchen for pick-up by custody staff which deliver the meals to each housing area and pick up the meal trays after each meal."

The kitchen service not only gets the prisoners out of their cells, but can provide them with specialized food service training when they exit the jail and return to the community, YCSO officials noted.

To provide the training, Trinity Services Group, in partnership with YCDC, operates a "Kitchen Skills" program. The program focuses on five distinct topics over a 30-day period. Those topics include: food safety, personal safety,

sanitation, knowledge of chemical supplies, and basic food service protocols.

"The target population is prisoners that have been sentenced to a term or incarceration at YCDC for a minimum of 60 days and have been assigned to the 'Kitchen Work' program," YCSO officials said. "The goal of this program is to give the prisoners practical skills and knowledge in food service which will increase their chance of gaining employment post-release."

YCSO is committed to ensuring food quality, officials said.

"There are several quality assurance and inventory control methods which monitor and assess food quality both internally and externally. Such measures include food usage reports, prisoner grievance review, billing review, Yuma County Health Department inspections, supervisor meal service inspections and independent dietary analysis of menus."

All menus are prepared and approved by a registered dietitian with Trinity Services Group, who ensure each meal provides an appropriate amount of protein per day based on age and gender, as well as other nutritional concerns.

"The registered dietitian approves all menus prior to service and annually thereafter," YCSO officials said. "All menus are analyzed to confirm that they provide a nutritionally adequate diet for incarcerated persons. As written and analyzed, the menus satisfy the Recommended Dietary allowances and Dietary Reference intakes for major nutrients required per the National Academy of Science - National Research Council."

Providing appropriate nutrition is part of ensuring the civil rights of each inmate are upheld, YCSO officials said.

YCSO "is dedicated to ensuring the inherent rights of those committed into custody. Adequate food is a basic human need, and the provisions of this standard protect prisoners' Eighth and Fourteenth Amendment rights."

In addition to protecting the rights of the inmates, providing nourishing food on a regular schedule allows the jail to run more smoothly overall.

"Leaving litigated rights to the side, bad or insufficient food is also a flash point for conflict in prisons and jails," YCSO officials said. "Complaints about inadequate food have historically been a common cause of prison and jail disturbances across the nation. Serving ample portions of decent and healthy food keeps tensions lower in prisons and jails."

## Partnerships for Job Placement

Our Partnership with Ocean Properties, one of the nation's largest hotel and resort management companies, provides a wide array of career opportunities across the country. Ocean Properties operates more than 100 hotels with brands such as Marriott, Hilton, Intercontinental and more. **Qualified graduates of the Trinity WORK FEED SUCCEED program are accepted to interview for open positions at Ocean Properties after their release.**



the art of fine dining.

An important element of any successful hotel or resort experience is the soul-satisfying delight of fine dining. Many of Ocean Properties' on-site restaurants are proud possessors of AAA 4-Diamond ratings for their outstanding food, excellent service and distinctive ambiance.

- LATITUDES AT SUNSET KEY GUEST COTTAGES IN KEY WEST, FLORIDA\*
- THE RANCHERS CLUB AT CROWNE PLAZA ALBUQUERQUE, ALBUQUERQUE, NEW MEXICO\*
- CARETTA ON THE GULF AT SANDPEARL RESORT, CLEARWATER BEACH, FLORIDA\*
- STEWMAN'S LOBSTER POUND IN THE BAR HARBOR REGENCY HOTEL & MARINA, BAR HARBOR, MAINE
- BOSTON'S ON THE BEACH/50 OCEAN, DELRAY BEACH, FLORIDA
- LATITUDES WATERFRONT IN WENTWORTH BY THE SEA, NEW CASTLE, NEW HAMPSHIRE
- LA BELLA VITA RISTORANTE AT THE HARBORSIDE HOTEL & MARINA, BAR HARBOR, MAINE
- LA BELLA VITA RISTORANTE AT THE SAGAMORE RESORT, BOLTON LANDING, NEW YORK

\*AWARD WINNING AAA 4-DIAMOND RATED RESTAURANTS



Caretta on the Gulf  
Clearwater Beach, FL





February 11, 2015

To Whom it May Concern:

Ocean Properties, LTD, is proud of its partnership with Trinity Services Group, Inc. that works to deliver jobs for released offenders and reduce recidivism for jails and correctional facilities.

OPL is one of the largest and most dynamic privately held hotel and resort management and development companies in North America. Our award-winning portfolio includes more than 150 properties in 36 states, with 15,000 employees operating major brands such as Marriott, Hilton, Starwood and Intercontinental, as well as several independent hotels and resources. In addition to hotels, we manage and operate restaurants, golf courses, spas, marinas, boating tours, and commercial real estate.

The objective of our partnership with Trinity is to build a bridge with training, certification and life skills to provide a pathway for achievement. We believe it is important to train offenders how to do a job, but the real test is how and where those abilities transfer to success in the marketplace. Our partnership is both an opportunity and a promise for Trinity's **Work, Feed, Succeed** program graduates to interview for various qualified positions, including Food Service, Housekeeping, Maintenance, Construction, etc., at any OPL property after release.

We believe that employment is hope, and that employment reunites families. Ocean Properties and Trinity Services Group are honored to initiate this path forward, and we are deeply committed to working with correctional facilities to provide a true path to success for released offenders.

Sincerely,

Michael Walsh  
President

## Staff Training

Trinity Services Group believes that the key to successful food service lies in the quality of the people who manage the program. Whether senior management, unit manager, or supervisor, we are committed to producing and delivering the most innovative and effective associate development plan available. The dynamic learning programs we offer, leadership, management skills, interpersonal relations, human resource administration, client satisfaction, and financial accountability, validate this commitment and belief.

By providing the latest and most comprehensive corrections management tools for our staff, we fulfill our commitment to consistency, quality, sanitation, safety, and security. Innovative corrections-specific training materials and opportunities are available through our secure website.

## Our Training Commitment

We guarantee a management and operations team that is the best in the business. We select, train, and promote people who have the skills and abilities to motivate and mentor hourly staff as well as inmate staff.

*To guarantee that we provide you with the most qualified team, we:*

- Hire highly motivated staff members who demonstrate dedication to providing exceptional service
- Provide our new team members with a comprehensive orientation to Gila County and Trinity's policies, procedures, and standards
- Require each management team member to complete training to be a trainer. This essential requirement, ensures that our standards and programs are implemented by staff and assigned inmates
- Consistently provide our associates with the most up-to-date correctional training materials and programs
- Continuously offer comprehensive food service and quality assurance training



**Our managers are leaders** — Our managers care that the job gets done right, not only the first time but also on a continuing basis. They care about the associates who do their jobs, they foster common values, and they deliver superior service.



## Orientation

In addition to having each new associate complete Gila County's Orientation Program, Trinity offers a salaried and hourly comprehensive orientation process called "Online Boot Camp." This 5-day program includes operational standards, food safety, kitchen maintenance, security, and quality assurance standards. The outline for our hourly associate Online Boot Camp is below.

By communicating your philosophies and ours, we set expectations that will enable success.

## Mentoring

Continuous mentoring occurs throughout the first ninety days of employment by salaried and experienced hourly staff members.

### Online Boot Camp - Orientation Outline

#### Day 1

- Hourly Associate Orientation – Slide Show
- You Are A Foodhandler – Slide Show
- Safety Counts – Slide Show
- Welcome to Corrections
- Staff-Inmate Relations – Review Handbook and Lesson Plan
- View Video "Common Sense, Common Practice"

#### Day 2

- Handwashing Procedures
- Proper Use of Disposable Gloves
- Eight Rules of Safe Food Handling
- Basics of Foodborne Illness
- Cross-Contamination
- Cloth Contamination
- Material Safety Data Sheets
- Thawing Food Safely
- Cooling Food Properly
- Reheating Foods
- Handling Leftovers

#### Day 3

- Inmate Supervision
- Taking Control – Keys & Tools
- Providing Safe Food – The Environment
- Providing Safe Food – Contamination/Foodborne Illness
- Cleaning & Sanitizing
- Implementing A Cleaning Schedule
- What's Wrong with This Picture?
- Location Self-Inspection Form

#### Day 4

- What is Portion Control?
- Proper Portion Controls at the Serving Line
- Setting Up a Serving Line
- How to Properly Take & Record Food Temperatures
- Sanitizing Thermometers
- Check It In – Check It Out
- Rules of Storage – FIFO
- Production Systems, Standard Recipes, Recipe Conversion

#### Day 5

- Introduction to HACCP
- Introduction to Quality Assurance Program
- What is Food Cost?
- What is Labor Cost?
- Health Inspections

## Highlights of Trinity's In-Service Training

### Staff-Inmate Relations In-Service Training

The Staff-Inmate Relations Handbook concisely conveys our company's philosophy on how associates should supervise workers who are in custody in a correctional facility. The ultimate result is effective inmate supervision.

Following is an excerpt from the lesson "Don't Put Yourself At Risk."

*In correctional kitchen operations, theft, making brew or illegal alcohol drink (Hooch), the sabotage of equipment or food must be watched and checked continually. In our kitchen, these offenses are the major, most commonly tried schemes. Sometimes, the incidents are allowed to happen by less than diligent staff being manipulated by a "jail smart" inmate.*

*Although the set-up and manipulation is known by all inmates, it is important to emphasize that not all inmates engage in its use. But the practice of inmate manipulation is such a problem and incidents are so frequent, those working in corrections must be aware of the signs and phases for their safety and possibly the safety of other associates.*

### Be Professional – "The Do's"

- Learn to listen and observe
- Develop sensitivity to the inmate's body language and emotional changes
- Investigate inmates' statements, take nothing at face value
- Leave your prejudices at home
- When giving directions, make sure that they're understood
- Ensure inmates have the means to carry out your directions
- Check on the inmate's progress in performing assigned tasks
- Be knowledgeable about the rules of your facility
- Keep your promises
- Give directions in a confident, non-abrasive way
- Keep a professional manner
- Be fair, firm, and consistent
- Be alert and when in doubt, ask

### Be Professional – "The Don'ts"

- Joke around
- Try to be friends
- Be drawn into conversations that "put down" the administration or other staff members
- Allow malingering
- Take gifts from an inmate
- Allow an inmate to touch you
- Use first names or allow an inmate to use your first name
- Do favors
- Allow familiar remarks
- Play favorites

### Learn to say No! Security Rules When Working With Inmates – The No's

- No phones
- No mail
- No passing property or information
- No relationships
- No keys
- No favors

### Avoidance and Protection Tools

- Professionalism
- Recognition (know their tactics)
- Communication monitoring (watch what you say)
- Effective use of "No"
- Confident commands (be fair, firm and consistent)
- Information gathering (learn and know your inmate workers)
- Procedural knowledge (know the rules and follow them)
- Your chain of command (use your supervisors as a source of information and keep them informed of problems or questions)
- Documentation (if it's not in writing it didn't happen)



# STAR Chat

STAR Chat is a monthly training program designed to effectively communicate important information to our team members. We use the acronym STAR to represent our “Supervisor Training And Refresher.” STAR Chat communicates Trinity’s expectations of our team members, the reasons certain actions are important, and helps our team members become active participants in ensuring your facility is a safe, secure, and an efficient place to work. STAR Chat sessions also enable Trinity to communicate important company information to each of our team members.



Each distribution includes several topic outlines and a facilitator’s checklist to help the session flow smoothly. Each unit manager is responsible for holding at least one of these sessions every month for all his/hers team members, and an attendance verification sheet is completed at every session. STAR Chat also includes sessions for ongoing management training. Below are several STAR Chat samples.

**E-MAIL ETIQUETTE**  
Operations  
Projected Time For Session: 20 min  
Target Audience: All Team Members

**Learning objectives**  
Successful completion of this chapter will increase your knowledge and ability to:

- Select all the necessary components of documents to communicate points effectively.
- Motivate readers to action.
- Eliminate writer’s block.

**What should you include?**  
An outline can be created quickly and easily. Remember the five W’s and an H! Answer these questions – who, what, when, where, why and how and you have likely addressed everything that needs to be included in the document.

**What is missing?**  
Read the e-mail below for completeness. What information could be added for a better message?

*Hi, I have a question regarding the new...*

**BURN PREVENTION & PROTECTION**  
Operations  
Projected Time For Session: 30 min  
Target Audience: All Team Members

The Food Service Industry experiences the highest number of burns of any employment sector, about 12,000 each year. Cooks, food handlers, kitchen workers, and wait staff are all listed among the top 50 occupations at risk for on-the-job burn injury. Burns are no joke! If you have ever known a burn victim, then you have been told the excruciating pain of a serious burn. It is one of the most painful injuries you can suffer.

**Did you know...?**

- The majority of people hospitalized for workplace scald and contact burns are involved in food preparation.
- During busy periods, inexperience and the pressure of “keeping up” can result in burn injuries.
- In Deep Frying, hot oil can reach temperatures of 300° to 500°F, making this task a potential high risk for burn injuries.

**Burns usually occur when:**

- Work site management has not enforced safety rules.
- Team members ignore safety rules.
- Shortcuts are taken or team members are time-pressured.
- Persons become too familiar with their job and take unnecessary risks.
- Team members are ill, tired or compromised by drugs or alcohol and unable to concentrate.

**Workplace burn injuries result from contact with:**

- Hot liquids and steam.
- Hot oil and grease.
- Hot substances such as food or sauces.
- Hot surfaces - stoves, grills, ovens.
- Fires from hot grease or oil.
- Exposed electrical wires or improperly maintained electrical appliances or equipment.



**COMMON SENSE COMMON PRACTICE**  
Operations  
Projected Time For Session: 60 min  
Target Audience: All Team Members

**What is it?**  
Common Sense Common Practice is divided into five separate modules addressing five distinct topics:

- Food Safety
- Personnel Safety
- Ground Rules
- Sanitation
- Chemical Supplies

**Food Safety**  
Is your unit taking the proper steps when handling, preparing and storing food to prevent foodborne illnesses? This includes a number of routines that should be followed to avoid potentially severe health hazards. Food can transmit diseases from person to person as well as serve as a growth medium for bacteria that can cause foodborne illnesses. Here are some examples that we must utilize at all times in our operations:

- Hand Washing
- Hair Restraints
- Disposable Gloves
- Cross Contamination
- Temperature Danger Zone
- Cooking Time

**Personnel Safety**  
It’s all about being safe! There are three basic rules to remember when working in a kitchen.

- Be on the lookout for potential hazards. They are always present.
- Use safe work procedures. Accident can be prevented by doing things the right way the first time – do not take short cuts.
- Use protective personnel equipment when needed. This will also help prevent injuries. Listed are the most common injuries in our industry.
  - Burns
  - Cuts
  - Falls
  - Fires
  - Medical Emergencies

Paying attention to our surroundings will prevent many of our accidents in the workplace. Employees need to be engaged with the implementation of the safety program for it to succeed. For example, the employer is responsible for supplying

**COOLING FOOD PROPERLY**  
Operations  
Projected Time For Session: 20 min  
Target Audience: All Team Members

**The Standard**  
When cooked food will not be served right away or is left over and can be saved, it must be cooled as quickly as possible to prevent microbial growth. Temperatures will be taken during the cooling process to make sure that time and temperature standards are met to ensure the safety of food served.

The FDA Food Code recommends, a “two-stage cooling” process. Cooked food must be cooled from 140 degrees F. to 70 degrees F. within two hours and from 70 degrees F. to 41 degrees F. (our standard is 40 degrees F.) or lower in an additional four hours, for a total cooling time of six hours. Many jurisdictions use one-stage cooling, by which food must be cooled to 41 degrees F. or lower in less than four hours.

Keep in mind this is a two stage process (two hours plus four hours). Because only two hours are allowed to cool food from 140 degrees F. to 70 degrees F., the two stage cooling process passes potentially hazardous food through this temperature zone quickly and safely.

**NOTE: NEVER USE STORAGE REFRIGERATORS OR FREEZERS TO COOL FOODS. HOT FOODS CAN RAISE THE TEMPERATURE OF THE UNIT AND ENDANGER OTHER FOOD STORED INSIDE.**

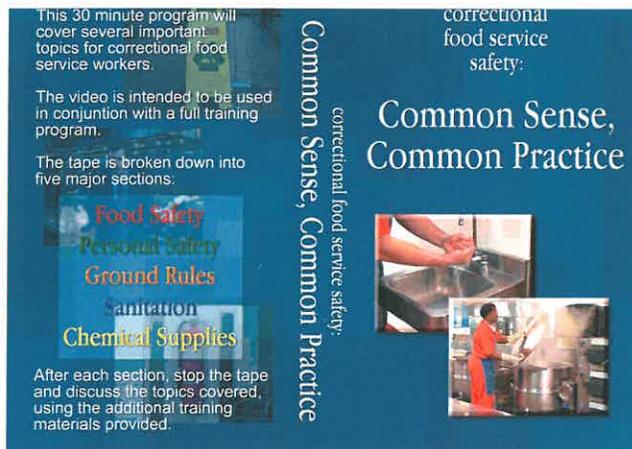
**Critical Action**

- Cooked foods that are not immediately served need to be cooled quickly and stored in a refrigerator.
- Make sure that the food has an internal temperature of 40 °F
- Note: If the food remains at a higher temperature before and during storage, and environment for bacterial growth can be created. Slow cooling allows bacterial growth rapidly and causes a potential danger.

**Factors That Influence Cooling**  
The primary factor that influences the rate of at which food cools is its mass. Generally, the more dense the food and the greater the amount of food, the longer the food will take to cool.

## HACCP Training

**Hazard Analysis and Critical Control Points (HACCP)** is a system of identifying hazards in the food production process and implementing control measures to prevent, eliminate, or reduce the hazard to an acceptable level. HACCP was developed in support of the space program in 1959 and has become a worldwide standard for food safety, endorsed by the SACMCF, WHO, USFDA, USDA and CDC. Trinity's Associate Training Program includes lessons to train and retrain all associates in the HACCP methodology.



## Common Sense, Common Practice

The “**Common Sense, Common Practice**” video and training manual was developed as a corrections-specific instructional instrument to orient new workers and inmates in basic kitchen safety and procedures. These training instruments can be used to refresh current workers’ and inmates’ safety knowledge. “Common Sense, Common Practice” is divided into five distinct topics: Food Safety, Personal Safety, Ground Rules, Sanitation, and Chemical Supplies.

## Safe Work Environment

Trinity addresses physical safety by conducting a training session that teaches our associates on the prevention of falls, cuts, burns, machine injuries, and fires.

We also conduct training on location on the written Hazard Communication Program and Material Safety Data Sheets (MSDS). All associates are taught how to read, interpret, and use the MSDS sheets.

### Trinity Training Aids

- Associate Orientation Checklist
- Common Sense, Common Practice Video and CD Tool Kit
- OSHA (PITS) CD
- Safety Counts CD
- Associate Safety Guides (English & Spanish)
- Safety Manual
- Web-based material:
  - Knife Safety Signs
  - Food Temp Signs
  - Sink Safety Signs
  - Ten Rules of Safe Food Handling
  - The (dreaded) Big 4
  - Using Prep Time Safely
  - Safety is an Attitude

### Third-Party Training Aids

Series of five videos produced by National Educational Media discussing kitchen safety.

- Preventing Fires
- Preventing Burns
- Preventing Cuts
- Preventing Falls
- Preventing Machine Injuries



## PREA Training

The Prison Rape Elimination Act (PREA) law was passed in 2003 to help prevent, detect and response to sexual abuse in correctional facilities. This law requires facilities to adopt a zero-tolerance approach to sexual abuse and applies to all federal, state and local prisons, jails, police lock-ups, private facilities and residential facilities in a community setting.

Trinity requires every team member to attend a training session so that they may fully understand what constitutes sexual abuse and that sexual abuse is a punishable crime. The training teaches team members how to report any form of sexual abuse or harassment and how to respond if they see abuse taking place. Team members are also informed of the processes that take place during an investigation and after the investigation is complete.

Trinity's PREA Training is also offered in Spanish.

**PREA**  
What do the pieces have to do with me?

The Law  
Reporting  
Misconduct  
Manipulation  
PREA

TRINITY SERVICES  
GROUP, INC.

Trinity Services Group Training Initiative - Associate In-Service Training					
TOPIC	SUGGESTED INSTRUCTOR	SUGGESTED MATERIAL	PROCEDURE		TRAINING MONTH
MENU, RECIPES AND PRODUCTION RECORDS	FOODSERVICE DIRECTOR AND/ OR MANAGER	Copies of cycle menus, recipes and food production records	Discussion of menu, recipes, (how to read) and proper methods in completing/following production records	Associates will be able to read menus, recipes and properly complete production records	DECEMBER
SERVING AND PORTION CONTROL	FOODSERVICE DIRECTOR AND/ OR MANAGER	Items required/necessary to demonstrate proper techniques of serving and portioning	Discussion/demonstration of proper serving and portioning, sample tray	Associates will become familiar with proper serving techniques, portion utensils and logs	JANUARY
PROPER FOOD HANDLING TECHNIQUES TEMPERATURES	FOODSERVICE DIRECTOR AND/ OR MANAGER	ServSafe video and handouts	Discussion of Danger Zone, Hot Food Hot, Cold Food Cold, Cross Contamination, Handling Leftovers	Associates will be knowledgeable of proper serving/holding temperatures for menu items	FEBRUARY
PROPER FOOD HANDLING TECHNIQUES AND CROSS CONTAMINATION	DIVISION TRAINER	Kitchen items, logs, handouts, serving utensils, handouts, video	Discussion/demonstration of proper serving and food handling techniques, view video	Associates will be knowledgeable and able to perform specific aspects of food handling	MARCH
THERMOMETERS AND TEMPERATURE LOGS	DIVISION TRAINER	Items necessary to demonstrate proper techniques for taking and recording temperatures and sanitizing thermometers	Discussion/demonstration of proper methods to take and log temperatures and sanitizing of thermometers	Associates will become proficient in methods of taking/ logging temperatures and sanitizing procedures for thermometers	APRIL
NUTRITION, THE MENU AND MENU SUBSTITUTIONS	DIETITIAN	Menus specs and/or regulations, menu substitution forms, any guidelines	Discussion of menu, basic nutrition and regulations by which menus are based and menu substitution log	Associates will become familiar with menu restrictions, regulations and appropriate menu substitutions	MAY
CLEANING AND SANITIZING	CEO-LAB REPRESENTATIVE	Chemicals used in unit, logs, MSDA forms, handouts	Discussion/demonstration of proper use of chemicals and MSDS forms	Associates will become proficient in the use of chemicals and understand the use of MSDS forms	JUNE
EQUIPMENT OPERATION, CARE AND CLEANING	FOODSERVICE DIRECTOR AND/ OR MANAGER	Sanitation Manual Handout, Eco-Lab Video	Discussion/demonstration of proper care and cleaning of kitchen equipment	Associates will be able to care and perform aspects of cleaning kitchen equipment	JULY
EMERGENCY CONTINGENCY MEAL PLAN		Emergency meal Plan handout	Discussion/demonstration of proper service techniques for using emergency meals	Associates will understand; be able to perform and produce the appropriate meals as required by the emergency plan	AUGUST
SAFETY: PROPER LIFTING, PUSHING AND PULLING TECHNIQUES, PREVENT BURNS AND CUTS, PREVENT FALLS		Handouts and video tapes	Discussion/demonstration of procedures and methods as viewed in tapes	Associates will become knowledgeable in methods and procedures	SEPTEMBER
INMATE/STAFF RELATIONS		Handouts and video tapes	Discussion of role-playing	Associates will be knowledgeable in dos and don'ts of inmate/staff relations	OCTOBER
PROPER STORAGE		Handouts	Discussion of proper storage procedures, dry storage, refrigeration and freezer	Associates will be able to determine correct storage for food service products from delivery through various stages of production	NOVEMBER



## Trinity Services Group Training Initiative - Safety Training

TOPIC	SUGGESTED INSTRUCTOR	SUGGESTED MATERIAL	PROCEDURE		TRAINING MONTH
FIRES AND FIRE EXTINGUISHERS	LOCAL FIRE INSPECTOR OR FIREMEN	ECO-LAB Video Handouts, Fire Extinguishers	Demonstration/discussion of types of fires, prevention, and extinguishers to control them. View video	Associates will be familiar with types of fires and how to prevent and extinguish them	DECEMBER
PREVENTING AND TREATING BURNS AND CUTS	UNIT MANAGER AND MEDICAL STAFF	First -Aid kit, Knives and equipment to use in a demonstration and videotape	Demonstration/discussion of basic first aid for burns and cuts. Demonstration of proper techniques to avoid injury.	Associates will be familiar with basic first aid for burns and cuts and how to avoid such injuries.	JANUARY
FACILITY FIRE PLAN EVACUATING STAFF AND INMATES	FACILITY REPRESENTATIVE IN CHARGE OF SECURITY/ FIRE SAFETY	Handout of facility fire and safety procedures	Demonstration and discussion of fire and safety procedures	Associates will know what to do within the operation in event of a fire.	FEBRUARY
HEIMLICH MANEUVER	MEDICAL STAFF AND/OR CERTIFIED INSTRUCTOR		Demonstration of the Heimlich Maneuver	Associates will know what to do if someone is choking.	MARCH
PREVENTING STRAINS, PROPER LIFTING, PUSHING AND PULLING TECHNIQUES	UNIT MANAGER	Items necessary to demonstrate proper techniques	Demonstration of proper lifting, pulling and pushing techniques	Associates will be familiar with the proper techniques of lifting, pulling and pushing	APRIL
PREVENTING FALLS	UNIT MANAGER	Mops, buckets, floor mats, wet floor signs, and any other necessary items, videotapes	Demonstration of proper mopping techniques, using wet floor signs and floor safety	Associates will become familiar with the proper procedures to avoid falls in the kitchen	MAY
HAZARDOUS CHEMICALS OSHA, MSDS	ECO-LAB REPRESENTATIVE	Right-To-Know Manual, ECO-LAB training materials	Discussion of chemicals, uses and all information required to meet OSHA regulations	Associates will become familiar with the uses and hazards of all chemicals used in the operation	JUNE
INSECT/RODENT PROTECTION			Discussion/demonstration of proper service food services operating techniques to avoid vermin attraction	Associates will become familiar with the proper foodservice operating techniques to avoid vermin attraction	JULY
ASSOCIATE SAFETY GUIDE		Associate Safety Guide	Discussion of Associate Safety Guide	Associates will know and understand the contents of the guide	AUGUST
FOOD EQUIPMENT SAFETY		Kitchen equipment, handouts, videotapes	Discussion/demonstration of proper use and operation of all kitchen equipment	Associates will know and understand the proper use and operation of the kitchen	SEPTEMBER
PROTECTIVE EQUIPMENT		Protective glasses, oven mitts, back supports, protective shoes, gloves, etc.	Discussion/demonstration in the proper use of personal protective equipment	Associates will know how and why to use of personal protective equipment	OCTOBER
SAFETY RULES		Associate Safety Guide	Discussion of safety rules in guide	Associates will know how and understand why these rules are important	NOVEMBER

## Certification Programs

### Sanitation and Food Safety – “ServSafe...Serving Safe Food Program”

Safety is, and always will be, the number one internal and external customer service standard. In partnership with the Educational Foundation of the National Restaurant Association, we offer a company wide training and development program known as ServSafe...Serving Safe Food Program. This internationally acclaimed process, serving food safely in the workplace, consists of classroom lectures, associate study guides, videos, group discussions, case studies, and other teaching aides. *Associates test for ServSafe certification after 180 days of employment.*

#### ServSafe Starters™ Program

The ServSafe Starters training and assessment program is a complete solution that delivers consistent food safety training to our hourly employees. ServSafe



Starters covers five key areas in the two-hour course: Basic Food Safety, Personal Hygiene, Cross-contamination and Allergens, Time and Temperature, and Cleaning and Sanitation.

An employee guide is offered as an instructional tool for managers or as a self-study guide. The end-of-course assessment is conducted in a 40-question, non-proctored test, and a Certificate of Completion is issued after passing the assessment.

#### ServSafe Food Protection Manager Certification

The ServSafe Food Protection Manager Certification is a 16- to 20-hour course that is designed to enable our managers to know food safety and its critical importance, and how to share that knowledge with every employee. The ServSafe Manager Certification Course includes lessons on:

- **Sanitation** — Managers learn the dangers of foodborne illness, how to prevent it, and the keys to food safety. They’ll learn where contamination starts, the components for good personal hygiene, and how every employee can be a safe food handler.
- **The Flow of Food Through the Operation** — Our managers learn how to prevent cross-contamination, how to use time and temperature control effectively, as well as information regarding safe receiving, food storage, preparation and serving, and cooling and reheating. ServSafe also teaches active managerial control of critical foodborne-illness risk factors.
- **Sanitary Facilities and Pest Management** — The ServSafe course covers all aspects of cleaning and sanitation in a practical, applicable manner, including pest management.
- **Certification Exam** — The ServSafe Food Protection Manager Certification exam is taken after completing the training. It is a secured and proctored exam, accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP). When a manager receives a grade of at least 90% on the ServSafe exam, they are awarded the ServSafe Food Protection Manager Certification, and are eligible to take the exam to become a ServSafe proctor.



## American Correctional Association (ACA) Standards and Certification

Trinity has a commitment to maintaining and exceeding ACA standards. We use the American Correctional Association Food Service Training Correspondence Course for every one of our associates. This program, codeveloped by the ACA and the American Correctional Food Service Association, is designed to train our associates on critical food service skills from training and supervising inmates to maintaining a safe and secure environment to preparing and serving nutritious meals. Associates may study at their own pace. When new associates are hired, they can participate in training immediately rather than waiting for the next training session.

Trinity associates will complete the ACA Correctional Food Service Course after 180 days of employment, the equivalent to 40 hours of in-service training, if required by your facility. Any and all associates, hourly and salaried, working with juvenile offenders will also complete the ACA Supervising Young Offenders Correspondence, equivalent to 40 hours of in-service training if required by your facility, as well as any and all training required by the department.



## Available Annual Training for Associates

Star CHAT Training	1/2 hour per month - 6 hours per year
Ecolab's	1 hour per quarter - 4 hours per year
Monthly In-Service Training	1 hour per month - 12 hours per year
District Manager Training	8 hours per year
Corporate-sponsored Training	As required, as necessary
Sexual & Workplace Harassment Training	2 to 4 hours per year
ServSafe Training	16 to 20 hours per year
Common Sense, Common Practice	1 to 2 hours per year
Safety Training	2 1/2 hours per year
ACA Correctional Food Service Course	40 hours per year
ACA Supervising Young Offenders Correspondence Course	40 hours per year
Quality Assurance	2 hours per year
Cleaning & Sanitation Guide	4 hours per year
Staff-Inmate Handbook	3 to 4 hours per year
Associate Grievance Procedure	1/2 hour per year
Location Fire and Safety Officer	1 to 2 hours per year
Training Enhancing Skills	1 hour per year
Job Description Review	1 hour per year



## Quality Assurance

Our policy is to provide quality food service to the correctional environment. This means, the staff is constantly on alert, monitoring all phases of food production and service, which includes purchasing, receiving and storage food. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

A Quality Assurance program is in effect in all of our facilities and encompasses all aspects of our food service operation — ensuring all of our operations consistently meet a high standard of production and service. If one step of an operation does not meet the stated standard, immediate corrective action is performed by on-site management. A facility may require a tailored version of the standards to meet the unique requirements of their physical plant or contract. Quarterly audit procedures, document the effectiveness of each system. Our quality assurance program is based on the American Correctional Association (ACA) Standards.

## Food Safety Policy

In order to maintain our position as a premier food service management company and achieve our business objectives, we believe it is essential that food safety becomes an intrinsic part of our business plan. We understand that the prevention of food borne illness and good sanitation practices bring tangible benefits to our work force, clients, shareholders, and company. By maintaining an effective food safety policy, legal obligations are met and due diligence within the organization is performed.

Each site is required to have a unique document (or Food Safety Manual) dedicated to food safety and sanitation practices, which contains policies, operating procedures, and technical resources. In addition, each unit manager is responsible for monitoring his or her unit's food safety and sanitation procedures and for performing a monthly food safety inspection. Unit managers are also responsible to correct any deficiencies noted on self-inspections.

Components of Food Safety Plan	
FOOD SAFETY PLAN/DESCRIPTION OF THIS FACILITY.....	Page 3
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<b>REVIEW OF FOOD SAFETY PLAN &amp; CHECKLIST .....</b>	<b>Page 79-81</b>
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## Quality Assurance Tools

Our quality assurance standards are based on the FDA Food Code and are housed in the comprehensive Quality Assurance Standards and Solutions Manual, including standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard.

## Quality Assurance Manual

Another component of our Quality Assurance program is Trinity's Quality Assurance Manual. A copy of this manual is available for reference in each Trinity operating unit. The manual contains HACCP signage to be posted in the units as reminders to staff. Copies of the signage are available for download by Food Service Directors at any time. We have included sample signage, and the Preface from our Quality Assurance Manual for your review.

**Proper Use of Colored Cutting Boards Prevents Cross Contamination**



**Raw meat, Poultry, Seafood - Red**



**Raw Fruits and Vegetables - Green**



**Cooked and ready-to-eat Foods - White**

*Reminder: Clean and sanitize cutting board, knife, and other utensils before each use with a different task.*

477 Commerce Blvd  
Channahon, IL 60617  
trinityservicesgroup.com  
P. 813.854.4264

TRINITY SERVICES GROUP, INC.

**Return to Supplier**

This area for holding of damaged, spoiled, or recalled food only.

**Do Not Use!**

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trinityservicesgroup.com  
P. 813.854.4264

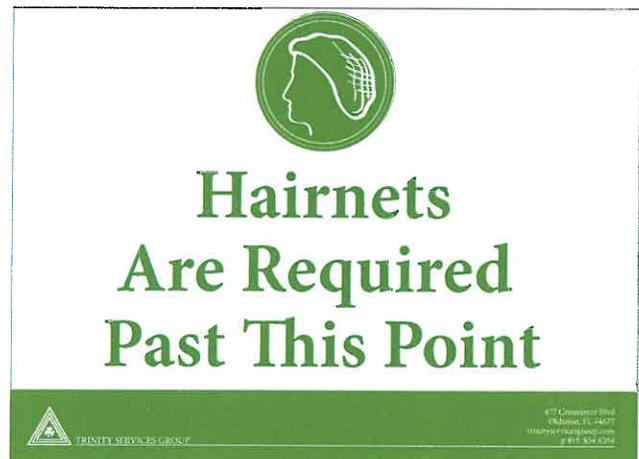
TRINITY SERVICES GROUP



**QUALITY ASSURANCE MANUAL**

Excellent  
 Good  
 Average  
 Poor

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**Hairnets  
Are Required  
Past This Point**

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TRINITY SERVICES GROUP



**Wash Your  
Hands!**

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TRINITY SERVICES GROUP



## PREFACE

### Introduction

**'Food Safety' does not happen by accident.** Trinity Services Group believes that a comprehensive program to reduce product risk and the associated threat of food-borne illness and food-related injury is necessary; that is, a program that includes comprehensive standards, team members, managers, education and training, self-inspection and third-party audits, effective facility design and engineering, and vendor certification. Each one of these elements is critical to the strength and success of the entire program. But the starting point for success for each element is a uniform performance standard. This Quality Assurance Standards and Solutions manual establishes the Trinity performance standard for food protection. In it you will find:

- Standard Operating Procedures (SOPs)
- Sanitation Standard Operating Procedures (SSOPs)
- Hazard Analysis Critical Control Points (HACCP) Compliance plans

Our Quality Assurance Standards are based on sound science, current or proposed regulations, and best practices. U.S. Public Health Service and Food and Drug Administration (FDA) recommendations as presented in the 1999 Food Code, have been incorporated into these standards. Scientific and jurisdictional references used as the basis for these standards are cited in Section 14.

In all cases, in application of these standards within our company, compliance with stricter jurisdictional requirements is always necessary. You will find this important message printed on most of our materials. We believe that our careful consideration of current and proposed legislation in the development of this manual has resulted in a document that will support regulatory compliance in most jurisdictions. Of course, there will be exceptions to the norm.

Our formatting of this document permits easy revision and updating of existing standards as necessary, as regulations change and new concerns emerge. You will note that there is no page numbering, so information may easily be 'removed and replaced'. Likewise, an area has been identified at the end of each section as being *reserved for additional standards*.

Quality Assurance is an important Food Services Program component. Recognizing that sound science must be applied to the management of food safety in our food service operations, our program embraces the HACCP approach to the management of product risk. A focus on the flow of foods through the operation and the process of food handling is the cornerstone of our HACCP framework. Zero-defect process control is our goal. Strict safe food handling procedures that are to be followed at critical control points have been established, and monitoring of adherence to these SOPs is required, as is record-keeping to document our diligent efforts to keep food safe. Finally, our managers must periodically verify that the HACCP system continues to effectively meet the needs and addresses the challenges of the operation. We believe that these steps, along with certification of incoming goods (vendor certification), will serve to safeguard public health and ensure that food is unadulterated and honestly presented when served or offered for sale to our customers.

**If any local or contractual requirements are needed above and beyond what is listed in this Quality Assurance Manual, contact your Supervisor.**

## Operations Policies and Procedures

We have provided the Table of Contents from our Operations Policies and Procedures Manual and sample of operations forms for your review.

### **TRINITY SERVICES GROUP, INC. Operations Manual Table of Contents**

- HR-101 - MANAGER REQUIREMENTS
- HR-102 - MANAGER TRAINING REQUIREMENTS
- HR-103 - HOURLY TEAM MEMBER TRAINING REQUIREMENTS
- HR-104 - ADMINISTRATIVE TEAM MEMBER TRAINING
- QA-201 - QA OPA RECORD
- QA-202 - MONTHLY WEEKLY SHIFT INSPECTION WATER TEMPS
- QA-203 - TEMPERATURE CONTROL LOGS
- QA-204 - BUDGETING AND PURCHASING
- MEN-301 - CYCLE MENUS
- MEN-302 - DIETARY ALLOWANCE
- MEN-303 - NEW RECIPE IMPLEMENTATION PROCESS
- MEN-304 - TITLE 15 MENU REQUIREMENTS FOR CALIFORNIA
- MEN-305 - PERMANENT MENU CHANGE PROCEDURE
- MEN-306 - ALTERNATE MEAL SERVICE
- MEN-307 - TEMPORARY MENU SUBSTITUTIONS
- MEN-308 - RESTRICTED DIETS
- MEN-309 - MEDICAL AND RELIGIOUS DIET SYSTEM
- MEN-310 - RESTRICTED DIET SYSTEM
- MEN-311 - DIET MENU PROCEDURES
- MEN-312 - MEDICAL DIET LOG
- MEN-313 - RELIGIOUS DIET ORDERS
- SS-401 - HEALTH AND SAFETY REGULATIONS
- SS-402 - EMERGENCY CONTINGENCY PLANS
- SS-403 - KNIFES KEYS YEAST
- SS-404 - FOOD GROWN PRODUCED IN SYSTEM
- SS-405 - EQUIPMENT MAINTENANCE WORK
- PRO-501 - STANDARDIZED RECIPES
- PRO-502 - PORTION CONTROL
- PRO-503 - FOOD PRODUCTION PLAN
- PRO-504 - PRE PREPARATION PULL RECORD
- PRO-505 - TRAY LINE PLANNING DIAGRAM
- PRO-506 - STAFF VISITOR MEAL SIGN IN LOG
- PRO-507 - PANNING AND PORTIONING
- PRO-508 - THERMOMETER CALIBRATION
- TK-001 - NEW RECIPE IMPLEMENTATION PROCESS
- TK-002 - NUTRITIONAL EVALUATION OF RECIPES AND INGREDIENTS
- TK-003 - TEST PILOT LOCATIONS
- TK-004 - PROCESS FORMAT TESTING
- TK-005 - ACCOUNTABILITY PROCESS FOR TEST KITCHEN
- TK-006 - RECIPE CONCERN REPORTING
- TTO-101 - KIOSK ORDERING
- TTO-102 - HOT FOOD SALES ACCOUNTING



# TRANSPORT LOG

DATE \_\_\_\_\_

TRINITY SERVICES  
GROUP, INC.



## BREAKFAST

Menu Item	Temp

Pod	Time	Discard	Pod	Time	Discard
A			G		
B			H		
C			I		
D			J		
E			K		
F			L		
MD			INT		

COMMENTS

TSG Signature \_\_\_\_\_ Client Signature \_\_\_\_\_

## LUNCH

Menu Item	Temp

Pod	Time	Discard	Pod	Time	Discard
A			G		
B			H		
C			I		
D			J		
E			K		
F			L		
MD			INT		

COMMENTS

TSG Signature \_\_\_\_\_ Client Signature \_\_\_\_\_

## DINNER

Menu Item	Temp

Pod	Time	Discard	Pod	Time	Discard
A			G		
B			H		
C			I		
D			J		
E			K		
F			L		
MD			INT		

COMMENTS

TSG Signature \_\_\_\_\_ Client Signature \_\_\_\_\_



TRINITY SERVICES  
GROUP, INC.



MEAL COUNT CALCULATION FORM

Unit: \_\_\_\_\_

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

Day: \_\_\_\_\_

Meal#: \_\_\_\_\_

circle one:

BREAKFAST

LUNCH

DINNER

DINING HALL/SATELLITE TRAY SERVICE

A. Beginning Tray Count

\_\_\_\_\_

B. Trays added during service

\_\_\_\_\_

C. Total Staff Trays served off line

\_\_\_\_\_

D. Add line A, line B, and line C

\_\_\_\_\_

E. Total of trays left at the end of service

\_\_\_\_\_

F. Subtract line E from line D - total meals served

\_\_\_\_\_

BULK STYLE SATELLITE FEEDING SERVICE

A. Meals sent out in bulk. ( number of pans divided by servings per pan )

\_\_\_\_\_

B. Callback amounts - How many servings called back for.

\_\_\_\_\_

C. Total religious & medical diets send per serving

\_\_\_\_\_

D. Add line A, line B, and line C for total meals served.

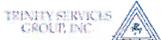
\_\_\_\_\_

Trinity Team Member Signature: \_\_\_\_\_



# TRINITY SERVICES GROUP

Daily Inspection Report				DATE: _____
RATING				
S = SATISFACTORY				
U = UNSATISFACTORY				
	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
<b>DishWashing Area:</b>				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
DishMachine does not have excessive lime/calcium build up				
All gauges working ( no condensation on glass )				
DishMachine drains clean and free of food debris				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal ( clean and in working order )				
<b>Pots &amp; Pans Area:</b>				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. ( no leaks faucets or sinks )				
Lights and light sheilds present, clean, and working				
<b>Serving Line:</b>				
Serving line is clean and sanitized ( counters, wells, under counters)				
Floors Clean and Dry ( no excess food on floors )				
Floor Drains Clean and free of food debris ( working properly )				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order ( hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order ( cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light sheilds present, clean, and working				
<b>Dining Hall Areas:</b>				
Floors are clean and dry				
Tables are clean. ( top, under, legs, and sitting stools)				
Walls are clean				
Windows are clean				
Vents are clean				
Doors are clean ( both sides, door handles, and door frame )				
Floor Drains Clean and free of food debris ( working properly )				
Lights and light sheilds present, clean, and working				



## TRINITY SERVICES GROUP

<b>Walk in Cooler:</b>				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean ( top and under )				
Leftovers properly labeled and dated				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate ( raw chicken on bottom shelf )				
Next day's preparation is complete and clearly labeled				
Doors are clean ( both sides, door handles, and door frame )				
<b>Walk in Freezer:</b>				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean ( top and under )				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Pulls are stacked correct as to not cross contaminate ( raw chicken on bottom shelf )				
Doors are clean ( both sides, door handles, and door frame )				
<b>Dry Storage:</b>				
Lights and light sheilds present, clean, and working				
Floors are clean and dry				
Walls are clean				
Shelves are clean ( top and under )				
Fans are clean and working properly				
Food pulls are present and pull sheets are present				
Vents are clean				
Doors are clean ( both sides, door handles, and door frame )				
<b>Equipment review:</b>				
All equipment on wheels are tethered				
Ovens ( clean, in working order, cords and plugs no damage )				
Grills ( clean, in working order, cords and plugs no damage )				
Stoves ( clean, in working order, cords and plugs no damage )				
Steamers ( clean, in working order, cords and plugs no damage )				
Kettles ( clean, in working order, cords and plugs no damage )				
Tiits ( clean, in working order, cords and plugs no damage )				
Fryers ( clean, in working order, cords and plugs no damage )				
Mixer ( clean, in working order, cords and plugs no damage )				
Slicer ( clean, in working order, cords and plugs no damage )				
Chopper ( clean, in working order, cords and plugs no damage )				



## Quality Checkpoints

The following is a list of all areas covered by our Quality Assurance program, including the Quality Checkpoints for each area.

### Menu Planning

Because of the unique production/service system found in a correctional environment, menus must include special planning considerations in addition to traditional requirements.

- In the planning of all meals, food flavor, texture, temperature, appearance, and palatability are taken into consideration
- Meals are served according to a routine schedule, three times during each 24-hour period
- One, two, or three meals will contain hot foods, as agreed upon
- Local and ethnic food preferences are included in selections
- Menus meet or exceed Recommended Daily Dietary Allowances of essential nutrients
- All menu item nomenclature indicates the actual food served (as per “Truth in Menu” Rules)
- All portion sizes stated on the menu are in edible portion form
- Protein items found in entrées are expressed in weight portions, i.e., 2 oz, 8 oz
- All other menu items are stated in volume measurements, i.e., 1 c, 1/4 c
- Menus are planned 30 days in advance
- Nutritional analysis is completed on menu
- Menu substitutions are held to a minimum and are of like nutritional value
- Emergency menus are in place
- All inmates, guests, and staff are served the same food items (exception: medical/religious diets)
- Menu/food preferences are documented and on file
- Menu plans on file, are dated and can document the exact food served to the inmate

### Purchasing

- Purchasing specifications:
  - Clear, concise description of item
  - Clear, concise purpose of item on menu
  - Unit size, packaging requirements
  - Grades or quality standards stated
  - Copy of specifications to Vendor
- Seasonal and quantity buys are made
- Bid solicitations made to various vendors or prime vendor system in place and monitored for compliance
- Bills are submitted quickly for payment
- Quantities required for par stock are stated
- Completed orders placed with vendors are sent to warehouse for receiving procedure

### Receiving

- Purchasing specifications with quality measures and receiving information are available
- Completed orders for each vendor, available in writing from buyer
- Shipments checked, quality standards meet 100 percent of meat items
- Invoice extensions are verified
- All food cases are dated when received
- Proper receiving equipment is used
- Trained personnel perform all receiving
- Items are placed in storage promptly
- Unacceptable items are refused and credit noted on the invoice
- Spot checks are made:
  - Portion-controlled items are checked to ensure that the allowance specified are met
  - Meats, chickens, etc. are unboxed and weight is verified
  - Cartons of fresh fruits and vegetables are checked for count and quality throughout container

*We never accept weights stamped on a box or container if it can be opened, weighed, or counted.*



## Storage

- First-in-first-out stock rotation method used
- Food is stored away from walls and off the floor
- Pest control measures are taken
- Proper storage temperatures are maintained
  - Dry storage: 70°F
  - Refrigerated storage: 35 - 40°F
  - Freezer storage: 0 to -10°F
- All storage areas are locked
- A proper sanitation program is followed
- Temperatures of all refrigerated storage is logged
- Weekly inventory counted by someone other than the staff member responsible for storage
- Controlled items are secured
- Inventory evaluation and control record-keeping procedures are followed
- Chemicals, paper supplies, and food are stored in separate areas
- Inventory issued only to authorized staff, never to inmates

## Ingredient Control and Processing

- Only items used for production are removed from storage
- First-in-first-out stock rotation is practiced
- Issuing is done by stockroom person/cook supervisor to only authorized and assigned personnel
- Standard recipes are adjusted to the population of the facility and are closely followed
- Food production is scheduled (Production Records) according to need; leftovers are explained
- Staff/inmate workers are trained to perform required tasks
- Staff/inmate workers are properly supervised
- Authorization of ingredient variations by unit manager
- Ingredients are weighed and measured per recipe

- Fresh produce processing:
  - Thorough water wash of all fruits and vegetables
  - Immediate refrigeration of vegetable salads
  - Sizing of raw fruits for eating to ensure portion control
  - Weight of edible portion versus purchased raw product called for on Production Records adjusted
- Raw meat processing:
  - Wash under cold, running water to remove old blood residue
  - Separate work stations for beef and poultry
  - Trim excess fat or discolored fat
  - Portion/weight control of sliced meats checked
- Ingredient assembly:
  - Staged and timed ingredient incorporation per standard recipes
  - For realized blending, mixing, and other incorporation procedures followed
  - Weight control of total raw ingredient combinations checked, i.e., yield of batch versus stated recipe yield

## Food Preparation (Production Methods)

- Standard recipes extended to facility size
- Standard cooking methods, including temperature charts, in place
- Production records indicate:
  - Quantities of raw products
  - Freezer pull times
  - Cooking method and recipe number
  - Batching schedule to maximize batch cooking methods
  - Individual assigned and responsible
- Documented quality checks on flavor, texture and color (visual and taste)
- Food Production Manual, records are maintained daily
- Sanitary food-handling techniques are practiced

## Portioning and Serving of Meals

- Service plans are prepared to include:
  - Cycle/day/meal
  - Menu item
  - Serving container (i.e. Full Size 2", Half Size 4")
  - Portion size
  - Serving utensil
- Tray diagram prepared, shows location of each menu item
- Hot food and cold food serving line set-up diagram prepared, shows the location of each menu item
- Sanitation monitored continuously
- Any variations in service are recorded and corrective actions are noted
- Temperatures are constantly monitored to prevent dropping (or raising) into the food danger zone, between 40°F to 140°F
- Tray assessment performed at all three meal periods

## Delivery of Meal (Adapted for each facility)

- Meal transmittal indicates:
  - Date/meal/day
  - Destination of meals
  - Total count of regular meals and medical diets
  - Signature of manager/supervisor who counted cold and hot trays, including diets and snacks
  - Signature of inmate/detainee to acknowledge receipt of medical diet
- Restricted medical diet trays are properly identified

## Sanitation/Safety Program

- Each staff position is assigned specific cleaning duties
- The fire safety program is up-to-date and documented
- The in-service training program contains sanitation and safety programs that are presented on a routine basis. Attendance is mandatory.
- Dish machine temperatures taken are recorded three times daily during clean-up periods
- Weekly inspection of facility for safety and sanitation compliance by on-site management



# Accounting and Reporting

Trinity has developed an integrated computerized reporting and accounting system specifically for the corrections environment. The system gives management all the information they need to operate an efficient food service operation, without tying them to their computers. Using the system, Managers are able to:

- Enter goods received and vendor invoices
- Input and track payroll
- Enter inventory each week
- Enter meal count data
- Generate client invoices
- Track budgetary matters
- Correspond as needed, via e-mail
- Receive online support, as needed
- Access the corrections support system, complete with forms and policies
- Perform many other functions, as needed.

Our administrative and production based software solution offers an enterprise based platform which is supported centrally, while allowing for an infinite amount of variables to address specific needs of a single food service location.

## NetMenu

NetMenu is our proprietary back-office food management program. The Trinity version is designed specifically for correctional operations and supported centrally. This web-based software allows users to control and manage all aspects of their food service responsibilities in a user-friendly environment. NetMenu handles management functions that include:

- Food production management
- Inventory/ordering management
- Voucher/invoice/requisition management

We have built a support team dedicated to assisting our associates in using NetMenu. Their duties include training, database development, program support, and manual/document development. Our secure support website provides a repository for training tools, documents and interactive aids, and information to assist associates in using the program. We have an ongoing mission of further developing NetMenu to better fit the needs of our correctional market and provide more services to users of the program.

NetMenu is compatible with the newest operating systems, and operates via a web-connection. It is capable of answering the needs of facilities, from small operations to large, complex, multi-layered operations.

## Food Production

Knowing how much to cook, providing clear instructions on how to produce items, and scheduling production, are basic to good food production systems. NetMenu assists in each area by automating processes and providing users with concise information. Menus specific to a facility are entered into the software and linked to all recipes required for the operation. Managers can easily print out recipes and production worksheets that are sized to the anticipated counts for a meal. If the counts change, new reports can be printed quickly. Worksheets include meal production instructions, pull sheets, and order guides. All worksheets and recipes are designed to aid unit personnel in managing their areas of responsibility. Procedures allow management to easily change and adjust menus to differing conditions.

After the meal is over, actual usage information is entered into NetMenu, allowing users to assess meals served and fine-tune production for future meals. Reports provide information ranging from a particular meal to overviews of periods of meals.

## Inventory/Ordering

Managing inventory and ordering correctly are two critical functions in any food service operation. NetMenu automates many processes and helps ensure that unit management will have adequate products on hand at all times. Inventory management allows employees to track and control their inventory, ensuring that the proper amount of products are used on a timely basis. Order management allows appropriate interaction with vendors to ensure timely ordering of items in the proper quantities necessary to produce the menu. NetMenu provides a link directly to many vendors' automated order entry systems, thus further easing the ordering process.

## Voucher/Invoice/Requisition Management

NetMenu assists Trinity staff to pay invoices in an easy, timely manner, ensuring that vendors deliver proper products in the quantities ordered. Voucher management frees up users to spend more time managing their operations by taking over many of the mundane processes associated with paying invoices and tracking vouchers. The voucher entry process helps ensure that what is ordered is actually delivered and that the proper price is paid for every item.

**Salad Pasta w/ Mixed Veg (1340-FS)**

All

<b>Cooking Time:</b> <b>Cooking Temp:</b> <b>Internal Temp:</b>	<b>Serving Pan:</b> <b>Serving Utensil:</b>	<b>Yield:</b> 100 1 Cup <b>Portions:</b> 100 1 Cup
---	--	---

**Ingredients & Instructions...**

- Pasta Rotini (SU17006)	12 Pound
- Water (Water)	7 Gallon
- Oil Vegetable Salad (SU35005)	1/4 Cup
- Onion Yellow Fresh (PR11023)	1 Pound 4 Ounce
- Fresh Green Bell Pepper (PR11025)	3 Pound 2 Ounce
- Carrots Fresh (PR11008)	3 Pound 7 Ounce
- Celery Fresh (PR11011)	3 Pound 12 Ounce
- Dressing Salad (SU37016)	3 Quart 1/2 Cup
- Pepper Ground Black (SU27026)	1 1/3 Tablespoon

**Procedure:**

1. Bring water to a boil. Add pasta and cook for about 7 minutes or until tender. Drain pasta and cool down under running cold water. Once drained and cooled- mix oil to pasta to prevent lumping together. Hold pasta for step 3.
2. Clean and 1/8" dice the onions, peppers, carrots and celery.
3. Add salad dressing, and pepper. Mix all ingredients and blend well.
4. Cover, date and label, place in cooler to chill- CCP - Keep chilled below 40 ° F taking temperatures on line every 2 hours. Do not mix old product with new.

Production Summary Worksheet with Temperatures

Prep Area: All

Service Date:

Meal: Breakfast	Item Name	Portion Size	Fcst	Prep/Left	Cooking Temp		Holding Temp		Holding Temp		Corrective Action
					Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
	*Cake Coffee (5315-MX)	1/54 Slice	2,037	/		/		/		/	
	Beverage Milk 1% (0008491)	1 Cup	2,057	/		/		/		/	
	Bread Sliced White (BK16006)	2 Slice	2,057	/		/		/		/	
	Cereal Corn Flakes Bulk (TR990248)	1 Cup	2,057	/		/		/		/	
	Margarine Whipped (6220)	1/2 WZ	2,037	/		/		/		/	
	Margarine Whipped (6220)	2 Tsp	20	/		/		/		/	
	Peaches (5140-CN)	1/2 Cup	2,057	/		/		/		/	
	Pepper Black PC (TR990322)	1 Each	2,057	/		/		/		/	
	Salt PC (TR990323)	1 Each	2,057	/		/		/		/	
	Sugar PC (TR990326)	2 Pk	2,037	/		/		/		/	
	Sugar Sub Splenda PC (TR990325)	2 Pk	20	/		/		/		/	
	Turkey Bologna Sliced 1 (1905)	1 WZ	2,037	/		/		/		/	
	Turkey Bologna Sliced 1 (1905)	2 WZ	20	/		/		/		/	

Meal: Lunch	Item Name	Portion Size	Fcst	Prep/Left	Cooking Temp		Holding Temp		Holding Temp		Corrective Action
					Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
	Applesauce Chilled (5105-CN)	1/2 Cup	20	/		/		/		/	
	Beans Pinto (3065)	1 1/2 Cup	2	/		/		/		/	
	Beans Pinto (3065)	1 Cup	2,055	/		/		/		/	
	Beverage Fruit Drink Kiwi (4Kcal) (7008)	1 Cup	2,022	/		/		/		/	
	Beverage Milk 1% (0008491)	1 Cup	35	/		/		/		/	
	Carrots Steamed (4048-FZ DT)	1/2 Cup	2,057	/		/		/		/	
	Combread (3555-MX)	1-1/54 Slice	2,057	/		/		/		/	
	Margarine Whipped (6220)	1 Tsp	20	/		/		/		/	
	Margarine Whipped (6220)	1/2 WZ	2,037	/		/		/		/	

\* Item was already produced on previous day.

Minimum Cooking and Holding Temperatures:

All products thawed under refrigeration keeping its temperat

Poultry and casseroles 165° F; \*15 seconds

Ground Meat: including beef, and ground seafood 165° F

**Cold Holding 40° F or below temp taken every 30 min - not to exceed 6 hours**

Seafood- including fish, - 145° F for 15 seconds;

Reheat Foods to 165° F for at least 15 seconds

Hot Holding 140° F or above temp taken every 2 hours

CBORD NetMenu

### Production Summary Worksheet with Temperatures

Prep Area: All

Service Date:

Meal: Lunch				Cooking Temp		Holding Temp		Holding Temp		Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
Pepper Black PC (TR990322)	1 Each	2,057	/		/		/		/	
Pudding Chocolate (5915-MX)	1/2 Cup	2,037	/		/		/		/	
Salt PC (TR990323)	1 Each	2,057	/		/		/		/	
Turkey Ham Hot 3 (1920)	2 WZ	20	/		/		/		/	
Turkey Ham Hot 3 (1920)	3 WZ	2,000	/		/		/		/	
Turkey Ham Hot 3 (1920)	4 WZ	35	/		/		/		/	

Meal: Dinner				Cooking Temp		Holding Temp		Holding Temp		Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
*Cake Yellow Iced White (5378-MX)	1/54 Slice	2,037	/		/		/		/	
Beans Pinto (3065)	1 Cup	2	/		/		/		/	
Beverage Fruit Drink Grape (4Kcal) (7005)	1 Cup	2,002	/		/		/		/	
Beverage Milk 1% (0008491)	1 Cup	55	/		/		/		/	
Bread Bun Hot Dog (0008709)	1 Each	2,057	/		/		/		/	
Corn Steamed (4064-FZ DT)	1/2 Cup	2,057	/		/		/		/	
Dressing Salad Italian (6010-SCR)	1/2 FZ	2,057	/		/		/		/	
Fruit Fresh Orange 113 (TR990602)	1 Each	20	/		/		/		/	
Mustard Yellow PC (SU34019)	2 Each (9 gm)	2,057	/		/		/		/	
Pepper Black PC (TR990322)	1 Each	2,057	/		/		/		/	
Salad Lettuce Mix (1030-BG)	1/2 Cup	2,057	/		/		/		/	
Salt PC (TR990323)	1 Each	2,057	/		/		/		/	
Turkey Polish Sausage 3 (1960)	3 WZ	2,055	/		/		/		/	

\* Item was already produced on previous day.

Minimum Cooking and Holding Temperatures:

All products thawed under refrigeration keeping its temperat

Poultry and casseroles 165° F; \*15 seconds

Ground Meat: including beef, and ground seafood 165° F

**Cold Holding 40° F or below temp taken every 30 min - not to exceed 6 hours**

Seafood- including fish, - 145° F for 15 seconds;

Reheat Foods to 165° F for at least 15 seconds

Hot Holding 140° F or above temp taken every 2 hours

Inventory Based On Activity through: 4/15/2015

All

Item Name	Last Physical Count	Stock Unit	Last Count Quantity	Received Quantity	Requisitions In	Out	Calculated On Hand	UnProcessed Deliveries	Predicted On Hand
Applesauce Unsweetened CND	2015-04-09	6/#10 Can	0.00	42.00	0.00	0.00	42.00	15.00	57.00
Apron Plastic 24x42	2015-04-09	10/100 Each	5.00	0.00	0.00	0.00	5.00	0.00	5.00
Bacon Bits	2015-04-09	12/1 Pound	1.00	1.67	0.00	0.00	2.67	0.00	2.67
Bag Carryout	2015-04-09	100 Each	2.00	0.00	0.00	0.00	2.00	0.00	2.00
Bag Paper Brown 6 Lb	1900-01-01	4/500 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Bag Paper Brown 8 Lb	2015-04-09	4/500 Each	1.50	0.00	0.00	0.00	1.50	0.00	1.50
Base Beef Economy	2015-04-09	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Beef Soup & Gravy CC-102	2015-04-09	12/1 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Chicken	2015-03-05	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Chicken Economy	2015-04-09	25 Pound	3.00	0.00	0.00	0.00	3.00	0.00	3.00
Basil Ground	2015-04-09	1 Pound	33.00	0.00	0.00	0.00	33.00	0.00	33.00
Basket Liner Paper 12x12	1900-01-01	1000 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Beans Baked Vegetarian CND	2015-04-09	6/#10 Can	1.33	0.00	0.00	0.00	1.33	0.00	1.33
Beans Green FRZ	2015-04-09	30 Pound	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beans Kidney DRY	2015-02-05	50 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beans Navy Dry	2015-04-09	50 Pound	0.00	5.00	0.00	0.00	5.00	0.00	5.00
Beans Pinto DRY	2015-04-09	50 Pound	34.00	15.00	0.00	0.00	49.00	19.00	68.00
Beard Guard	2015-04-09	10/100 Each	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beef Base	2015-03-05	25 Pound	12.00	0.00	0.00	0.00	12.00	0.00	12.00
Beef E&P FC	2015-04-09	40 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beef Ground 80/20	2015-04-09	3/10 Pound	5.66	0.00	0.00	0.00	5.66	0.00	5.66
Beef Philly Steak	2015-04-09	48/4 Ounce	6.50	0.00	0.00	0.00	6.50	0.00	6.50
Beef Philly Steak 4 Oz	2015-03-05	48/4 Ounce	7.20	0.00	0.00	0.00	7.20	0.00	7.20
Beverage Mix Grape 5WZ CC-804	2015-04-09	72/5 Ounce	5.00	0.00	0.00	0.00	5.00	0.00	5.00



# Invoice by Product Group

Coffee Connection

**PO Number:**

**PO Date:** 4/15/2015

**Delivery Date:** 4/15/2015

**Confirmation:**

**Account # :**

Product Group	Account Codes		Purchases
	Debit	Credit	
Rollup Product Group			
Beverages	411054	411054	41.38
Beverages			41.38
Beverages			41.38
Groceries	411039	411039	886.85
Groceries			886.85
Groceries			886.85
Paper Supplies	411075	411075	1,498.69
Paper Supplies			1,498.69
Paper Supplies			1,498.69
<b>Order Total:</b>			<b>2,426.92</b>

Sample Invoice



*Trinity Services Group, Inc.*  
 477 Commerce Blvd.  
 Oldsmar, FL  
 Phone: 813-854-4264

**INVOICE**  
 Invoice Number  
 4956263-13  
 Date  
 11/28/13

TO:

REMIT TO: Trinity Services Group, Inc.  
 62836 Collection Center Drive  
 CHICAGO, IL 60693-0628

QTY	DESCRIPTION	UNIT PRICE	AMOUNT DUE

Sub Total \_\_\_\_\_  
 Taxes \_\_\_\_\_  
 Total \_\_\_\_\_



## Transition Plan

Trinity has extensive experience in many types of transitions: moving from a self-operated food service to a contract with us, moving from one contractor to another, opening up a new facility, renovating food service areas, or moving through the ACA Accreditation process. Our implementation plan accommodates your schedule and your needs.

We fully understand the impact that service transitions can have on a facility. Together, we discuss all facets of the transition plan and establish the steps needed to make the transition seamless and relatively undetectable. What will be detectable, is the improved quality of service and increased levels of sanitation that we bring to your table.

We conduct a thorough review of all programs and procedures to guarantee that we are 100% in compliance with the new contract. We will work with the current food service provider to ensure a smooth transition. Should your facility want to retain the current staff, we will conduct interviews to validate their skills and experience.

Our transition and opening team will make sure the items listed on our transition plan are completed prior to opening the account. Once opened, they will stay at your facility as long as necessary to ensure all programs are securely in place and the manager is ready to continue the day-to-day operations.

## New Unit Transition Plan/Checklist

The District Manager and the applicable opening team members will use the following checklist as a guide for preparing and implementing our standard operating procedures at your facility. The timeline can be compressed or expanded to meet your schedule and needs.



**TRINITY SERVICES GROUP  
4 WEEK TRANSITION / IMPLEMENTATION PLAN CHECKLIST**

<b>UNIT NAME:</b>
<b>UNIT NUMBER:</b>
<b>OPENING DATE:</b>
<b>DISTRICT MANAGER:</b>

**4 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Place recruitment advertisements in local newspapers, periodicals and in JOBAPP. Determine availability of incumbent contractor employees	DM / HR		
Review contract in detail.	DM		
Interview Management candidates. Make offer.	DM		
Contact incumbent contractor and client to review the transition schedule.	DM		
Meet with institution management to discuss the transition schedule.	DM		
Determine the primary vendor. Supply a copy of the purchasing specifications along with any special needs.	PURCHASING		
Determine what direct vendors will be used. Contact for ordering criteria and provide necessary information.	PURCHASING		
Determine the paper supply vendor. Contact and supply with all necessary information.	PURCHASING		
Determine the cleaning supply vendor. Provide with a list of all needs.	PURCHASING		
Procure all necessary licenses and permits. Check for any Federal, State, and County and City requirements.	DM/ PURCHASING		
Gather all personnel benefits information from Corporate.	DM		
Determine where interviews for recruiting will take place.	DM / HR		
Determine the Repair and Maintenance Vendor. Schedule walk-thru of facility to access current and future needs. Supply vendor with necessary contractual obligations.	DM		
Complete paperwork for new unit number.	DM		
Notify Dietitian we have been awarded the business and what menu is going to be used	DM		
Inform Dietitian of any accreditations that need to be followed	DM		
Arrange relocation of all management candidates.	DM / HR		

Determine opening team members. Call each individual to assess any special needs or concerns.	DM\MGR		
Determine the source for employee uniforms. Gather all necessary information and finalize ordering procedures.	DM / PURCHASING		
Call the Trinity training director to arrange for new employee orientation and training.	DM / HR		
Call the institution training director to arrange for new employee orientation to satisfy state and contractual obligations.	DM/MGR		
Arrange for health cards and drug tests for each employee as required by the facility or the local health authorities.	DM / HR		
Call the Cleaning supply representative to schedule a walk-thru of the facility to determine product and dispenser needs.	DM/MGR		
Order computer hardware.	DM		
Order computer software.	DM		
Order all required administrative forms.	DM		
Interview all prospective employees'. Make offers to allow for the next two weeks as the two week notice at their previous employer. Meet with existing contractor employees	DM/MGR		
Order all manuals etc. from Trinity Corporate Office	DM		
Introduce the Manager to the institution.	DM		
Order any equipment as outlined in the proposal.	DM/MGR		

**3 WEEKS PRIOR TO OPENING DATE**

<b>TASK</b>	<b>ASSIGNED TO</b>	<b>DATE COMPLETE</b>	<b>SPECIAL NOTES</b>
Provide legal with copy of RFP and Proposal	PDC		
Send copy of Contract Request Form to Legal and note time frame for delivering to client and also any unusual terms or requirements	Sales		
Finalize the opening team travel arrangements.	DM		
Determine uniform sizes and place order.	DM\MGR		
Refine specific job descriptions for Trinity staff.	MGR		
Develop specific cleaning schedules for each institution.	MGR		
Prepare specific work schedules for Trinity staff.	MGR		
Order necessary office equipment and supplies.	MGR		
Contact the institution Medical Director for a current list of diets to ensure all necessary recipes etc. are available.	MGR / REGION DIETITIAN		
Contact the institution chaplain for a list of all religious diets.	MGR / REGION DIETITIAN		
Order a phone card for the unit management.	DM		
Establish our "back-up" production staff from a pool of experienced and seasoned Trinity employees'.	DM\MGR		
Establish the schedule for ordering and receiving of food supplies.	MGR		
Coordinate with incumbent contractor	MGR		
Review specific security, safety and institutional policies which will need to be conveyed to our permanent and opening team members.	MGR		
Order P-Card for new manager	DM		
Submit form to get vendor number for new manager	DM		
Finalize Menus	DM		
Confirm serving times for inmates and staff	DM/MGR		
Meet with institution staff to review progress.	DM/MGR		

## 2 WEEKS PRIOR TO OPENING DATE

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Ensure employee training is on schedule to begin next week.	MGR / TRAINING COORDINATOR		
Prepare opening orders and discuss any areas of concern with all pertinent vendors.	MGR / PURCHASING		
Establish preliminary production record forecasts, develop the appropriate production schedule AND COMPLETE Prep and Pull sheets for opening week.	MGR		
Review inmate requirements and current inmate work schedules at the institution.	MGR		
Create a current unit level, PBSO, table of organization to familiarize all Trinity staff with institution chain of command.	DM		
Arrange for the training of the administrative assistant.	MGR		
Create a table of organization for Trinity unit level operations.	MGR		
Prepare for the opening team a "Summary of Contractual Obligations", to help familiarize our staff with unit level operations.	DM\MGR		
Arrange for new telephone/fax lines if necessary. Assess institutions current system for adequacy.	MGR/ IT TEAM		
Determine which employees need ServSafe Training	MGR		
Order CHAT	MGR		
Develop meal count sheets and billing sheets	DM/MGR		
Order Red and Green Buckets	MGR		
Arrange for emergency medical treatment. Procure necessary first aid supplies.	MGR		
All unit personnel report for 40 hour training and orientation.	MGR		
Issue uniforms to employees'.	MGR		
Establish tool control and key control systems.	DM\MGR		
Arrange to have equipment sales/service representatives present to provide training on any new or existing equipment.	MGR		
Refine emergency contingency plans. Review with institution staff.	MGR		
Develop product delivery contingency plans.	MGR		
Place all opening orders. Confirm product availability through vendor representatives.	MGR		
Confirm product delivery dates. Coordinate with incumbent contractor	MGR		
Meet with institutional staff to review progress	DM	9	

**1 WEEKS PRIOR TO OPENING DATE**

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange for pre-opening cleaning (if necessary).	MGR		
Arrange for opening team to be on location at least 4 days prior to opening.	MGR		
Finalize inventory book/ordering system. Set up menu management system.	MGR / IT COORDINATOR		
Make final review of work schedule to ensure adequate coverage.	MGR		
Review equipment with incumbent institution staff.	MGR		
Review first week's menu with institution staff.	MGR		
Adjust production forecasts as necessary. Print recipes and production records for 1 <sup>st</sup> week	MGR		
All unit personnel report for Trinity orientation and training.	MGR / TRAINING COORDINATOR		
Prepare the units filing system complete with files full of forms and other necessary documentation.	MGR		
Receive opening orders.	MGR		
Arrange a "dry run" for delivery vehicles to points of service.	MGR		
Conduct equipment and small wares inventory with client	MGR		



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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



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

David M. Miller

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

Chief Operating Officer

\_\_\_\_\_  
**Title**

Trinity Services Group, Inc.

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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

David M. Miller  
\_\_\_\_\_  
Printed Name

Chief Operating Officer  
\_\_\_\_\_  
Title

Trinity Services Group, Inc.

**WAIVER OF LIABILITY AND RELEASE FORM**

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I \_\_\_\_\_ hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.
2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.
3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.
4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.
5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.
6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.
7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all other as mentioned above, shall apply to any rights of action arising from the denial of employee opportunity of the Agency, based on information received from the background investigation.

***Read carefully before signing.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Trinity will have their each employee assigned to the County, complete this form upon contract award.

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

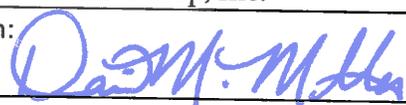
**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCES	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
WAIVER OF LIABILITY & RELEASE	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>DM</u>	<u>DM</u>	_____	_____	_____
Date	<u>5/6/15</u>	<u>5/12/15</u>	_____	_____	_____

Signed and dated this 13th day of May, 2015

Trinity Services Group, Inc.  
 Firm: \_\_\_\_\_  
  
 By: \_\_\_\_\_  
 David M. Miller, Chief Operating Officer

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: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

**OFFER PAGE**

**TO GILA COUNTY:**

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

Signature also certifies the Firms 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 Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

**CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center**

**Firm Submitting Proposal:**

**For clarification of this offer, contact:**

Trinity Services Group, Inc.  
\_\_\_\_\_

Company Name

477 Commerce Blvd.  
\_\_\_\_\_

Address

Oldsmar, FL 34677  
\_\_\_\_\_

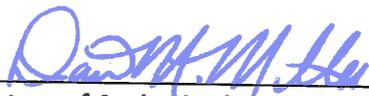
City State Zip

Name: Don Lee  
\_\_\_\_\_

Phone No.: 855-616-6946  
\_\_\_\_\_

Fax \_\_\_\_\_

Email: don.lee@trinityservicesgroup.com  
\_\_\_\_\_

  
\_\_\_\_\_

Signature of Authorized Person to Sign

David M. Miller  
\_\_\_\_\_

Printed Name

Chief Operating Officer  
\_\_\_\_\_

Title

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

## Exceptions

### **Contractor Termination Clause**

The Contractor may terminate the contract without cause and without penalty by providing the County with not less than ninety (90) days prior written notice. The Contractor will continue to provide services beyond the proposed termination date upon writer request of the County for a period not to exceed an additional sixty (60) days.

**THIS IS A SEALED BID PROPOSAL FOR FOOD SERVICE MANAGEMENT  
FOOD AND LAUNDRY SERVICE FOR  
GILA COUNTY DETENTION CENTER**

**DELIVER TO:**

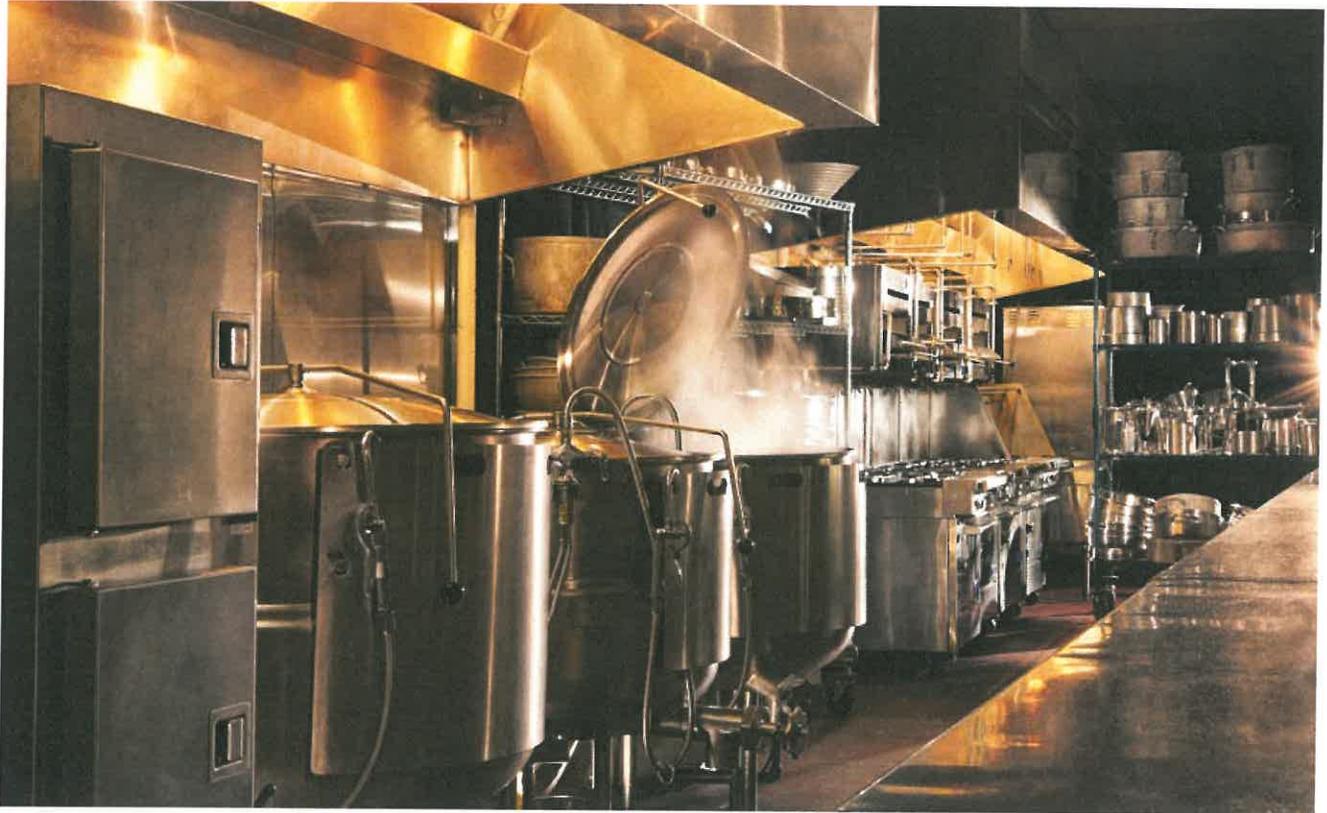
Gila County Finance Department  
Guerrero Complex  
1400 East Ash Street  
Globe, Arizona 85501

RFP Number: 032615  
Due Date and Time: May 18, 2015 at 11 AM

**CONTACT: KAREN RUSSELL**



2300 Warrenville Road  
Downers Grove, Illinois 60515  
Phone: (415) 244-8474  
Fax: (630) 271-5758  
Web: [www.aramarkcorrections.com](http://www.aramarkcorrections.com)  
Email: [russell-karen@aramark.com](mailto:russell-karen@aramark.com)



**GO BEYOND  
FOR YOU. WITH YOU.**

CELEBRATING OVER **35 YEARS**  
OF SERVICE TO PUBLIC SAFETY



May 18, 2015

Jeannie Sgroi  
Gila County Finance Department  
Guerrero Complex  
1400 East Ash Street  
Globe, AZ 85501

**RE: RFP 032615 Food and Laundry Service for Gila County Detention Center**

Dear Ms. Sgroi,

Aramark Correctional Services, LLC is pleased to submit this response to continue to provide food and laundry service management for the Gila County Detention Center, the Gila County Detention Substation in Payson, Arizona, and the Gila County Juvenile Detention Center. We have demonstrated over the years that our team of professionals has the requisite capabilities and experience to successfully provide all of the requirements of this Request for Proposal (RFP).

This proposal details Aramark's exceptional qualifications to meet the objectives of Gila County. Our experience, backed by the support and resources of Aramark Corporation, makes us the leader in the industry. We are fully committed to quality and excellence.

**Highlights**

**Expect Responsible Financial Proposal**

We have prepared a financially responsible proposal with options for your consideration including:

- \$30,000 investment for the kitchen floor repair (add \$0.05/meal)
- \$10,000 investment for a new trayline (add \$0.017/meal)
- \$10,000 investment for a new mixer (add \$0.017/meal)

**Expect Commitment to Quality**

As your service provider Aramark assures you of:

- a company with the resources to support your food and laundry service operations
- a company who operates efficiently and is financially responsible
- Standards of Operational Excellence: Outstanding quality assurance program which drives menu acceptability, solid operations standards, and consistency of service



- Aramark's PRIMA program is used, for menu planning, recipes, and production sheets.
- Transparency and accountability

**Expect Menu Quality**

Aramark combines the science and art of food because meals should look good, taste good and be nutritious. All of our menus meet the caloric and nutritional guidelines of the American Correctional Association, contain 100% of the Dietary Reference requirements, and include a variety of proteins, fruits, vegetables and fiber. Aramark translates the science of the meal onto the tray through attention to detail in our menu design – meal variety, tray fullness, color breaks, and food consistency are all part of the equation. Menu options for Gila County's consideration include:



- 
- For every 100 calorie reduction on the menu, save \$0.01/meal
  - For every milk replaced with Morning Beverage, save \$0.0012/meal
  - For every milk replaced with Hot Cereal with Dairy Blend plus Fruit Drink packet = \$0.0019/meal

### **Expect Accountability**

Transparency is not just a cliché to us. To ensure open, honest operations, Gila County and its food and laundry service provider must work closely together at all levels and maintain open lines of communication.

### **Expect Teamwork**

Teamwork starts with the right people in place. We have high expectations of our people, just as you have high expectations of us. At Aramark we believe in the motto, "Hire Hard and Manage Easy." We don't just fill spots; we find the right people for the job and put them through extensive training because we know that an operation is only as good as the people running it. This people-first philosophy, combined with a reasonable compensation package, reduces turnover rates and ensures continuity.



### **Expect Commitment to the Environment and Sustainability**

Aramark has a deep respect for and commitment to preserving the environment and communities we serve. Our program is called "Green Thread" encompassing a range of environmental stewardship programs and practices that we have woven throughout our business operations.

**Finally, expect partnership.** Partnering with the right service provider can positively impact the Gila County's mission and meet the needs of your staff, the taxpayers, offenders and their families. The value equation factors more than price... it must factor food quality, taste and appearance, partner reliability, accountability and service capability. As we have demonstrated over the years, we will continue to deliver on each of these fronts.

**No transition.** Staying with Aramark as your provider means no headache of transition and the potential for disruption of service. Continuity of service brings peace of mind.

It is our sincere pleasure to have worked with Gila County since 2001, and we are looking forward to continuing and enhancing that relationship. To that end, we have developed a responsive and financially responsible proposal. We appreciate the opportunity to present this proposal, and we look forward to discussing it with you.

Sincerely,

A handwritten signature in blue ink that reads "Tim Bartrum". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tim Bartrum  
Vice-President of Business Development

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Required Documents Enclosed

Bid Specifications Enclosed

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Section 3 Operations Plan

Section 4 Value-Added

Section 5 Financial/Legal Plan

## **APPENDICES ON CD**

Appendix 1 Handbooks, Manuals, and Forms

Appendix 2 Job Descriptions

Appendix 3 Equal Employment Opportunity (EEO) Summary

Appendix 4 Employee Handbook

Appendix 5 Employee Benefits Overview

Appendix 6 Aramark Form 10-K

This proposal contains confidential information proprietary to Aramark Corporation.  
It may be used or copied (in part or in whole) with written permission only.

# REQUIRED DOCUMENTS



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## ***Insurance – Cover Page***

Aramark maintains a complex commercial insurance program offering coverage that is often broader than what is available to the general market. Below are some clarifications that we wish to make regarding how our program functions to address your requirements. We encourage you to express any concerns so that we can appropriately address them in connection with finalizing our definitive agreement, if we are awarded.

### Clarifications on Insurance coverage:

- Aramark proposes a mutual waiver of subrogation on claims for property damage, not to include claims for bodily injury or death.
- Subcontractors engaged by Aramark may have lower limits of insurance than required of Aramark, but only upon advanced written approval by Client.
- Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
- Any insurance provided by Aramark (Additional Insured or Otherwise) shall only cover losses for which Aramark is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Client.
- Master Key Coverage is included on Aramark's Property Insurance Policy.

# BID SPECIFICATIONS



**GILA COUNTY:  
FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER  
REQUEST FOR PROPOSAL NO. 032615**

**ADDENDUM #2:**  
**DATE: 5/12/2015**

**CLARIFICATIONS:**

1. At the walk through at the Gila County Jail on 05-11-15, a question was asked regarding the current population. An answer was given by a Gila County detention officer of 165. That quantity included population at the Payson Substation and Juvenile Detention. Please note that the jail population does fluctuate. Typically, the warmer weather brings higher inmate populations. The inmate population that was identified in Addendum #1 was a daily inmate population average for last year. The capacity of the Globe Jail is 198, however, the current daily inmate population averages between 115-120.

**This concludes Addendum No. 2 to Request for Proposals No. 032615**



**GILA COUNTY:  
FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER  
REQUEST FOR PROPOSAL NO. 032615**

**ADDENDUM #1:**  
**DATE: 5/6/2015**

**CLARIFICATIONS:**

1. The proposal due date is firm. All sealed proposals are due on Monday, May 18, 2015 at 11:00 A.M./MST.
2. The current Price Per Meals are as shown below:

FOOD SERVICE MEAL RATES			
Daily Meal Average	Globe D.C. Meal Rates	*Juvenile Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ <u>3.872</u>	\$ <u>2.349</u>	\$ <u>3.872</u>
51 – 83 Meals	\$ <u>3.756</u>	\$ <u>2.349</u>	\$ <u>3.756</u>
84 – 117 Meals	\$ <u>2.610</u>	\$ <u>2.349</u>	\$ <u>2.610</u>
118 – 150 Meals	\$ <u>1.929</u>	\$ <u>2.349</u>	\$ <u>1.929</u>
151 – 183 Meals	\$ <u>1.828</u>	\$ <u>2.349</u>	\$ <u>1.828</u>
184 + Meals	\$ <u>1.726</u>	\$ <u>2.349</u>	\$ <u>1.726</u>
Cost per one (1) Sack Lunch \$ <u>1.929</u>			

3. The average populations of the three locations are: Globe-155, Payson-10, Juvenile Detention-6.
4. The daily calorie requirement for adults is 2,900 calories per day. The daily calorie requirement for juveniles is 3,500 calories per day. The Juvenile menu shall include an evening snack.
5. Copies of the current menus will not be provided.
6. The breakfast meal is served at 05:30. Lunch is served at 11:00. Dinner is served at 17:00.
7. The schedule for the current kitchen staff will not be provided.
8. Gila County averages ten (10) medical diets and six (6) religious diets per month.
9. Inmate workers are used in the production of the daily meals.
10. Inmate workers are permitted to help unload trucks.
11. There is a ground level dock. A 53' truck can back up to the alley leading to the kitchen, but supplies must be hand trucked into the kitchen. Due to corners and the narrow alley, a 53' truck cannot back all the way up to the dock.
12. Gila County would be interested in a fresh food, behavior modification program for the inmates.
13. The County is currently paying \$2,400 a month for laundry service.
14. The products currently used in Gila County's laundry facility are: Ecolab clearly soft, Ecolab L-2000 XP Detergent, Ecolab Sour, and Ecolab Destainer.
15. Inmate workers are permitted to work in the laundry only when the current staff needs assistance.
16. Gila County is responsible for purchasing/repair of the laundry carts.
17. Meals have always been offered to staff at no cost. These average 1-2 a day as almost all staff bring their own meals.
18. The monthly average for sack lunches is approximately 300.
19. Regarding staffing: Only the Globe Jail (where all of the meals are prepared) has kitchen staff. There is one supervisor and four staff. This has proven to be adequate staffing. Inmate workers are provided in Globe and Payson as follows: five (5) per shift in Globe and one to two (1-2) per shift in Payson.
20. Laundry staff consists of one contract staff member and inmate workers if needed. One to two (1-2) staff members would be adequate.
21. Existing staff are Aramark employees (both kitchen and laundry). There is no language in the current contract with Aramark that would prohibit the successful bidder from hiring current staff.
22. A bond is not required by the County for this contract.
23. Gila County is not tax exempt. As of May 2015, the current tax rate is 8.6%.
24. Gila County requires all vendors to propose a cold lunch for the Juvenile menu.
25. Gila County requires milk to be served daily at breakfast and lunch for juveniles.
26. Gila County requires milk to be served with breakfast, seven days a week, for adults.
27. To the best of the County's knowledge, the maximum TVP per patty (in meat products) is 6%.
28. Exhibit "D" – Qualification and Certification Form, Item "5 g" states that "a sealed list of equipment used in performing the services must accompany proposal". This item is standard language on our Exhibit "D" and does not apply to this Request for Proposals.

**This concludes Addendum No. 1 to Request for Proposals No. 032615**

**BID CALL 032615  
REQUEST FOR PROPOSALS**

**FOOD AND LAUNDRY SERVICE  
FOR  
GILA COUNTY DETENTION CENTER**

**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 SEALED PROPOSALS**  
**BID NO.: 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

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Notice is hereby given that Gila County is requesting proposals from qualified Correctional Food Service Providers to provide Food, In-house Laundry Service, and Materials for the Gila County Detention Center located in Globe, Arizona.

**SUBMITTAL DUE DATE:** 11:00 AM, Local AZ Time, Monday, May 18, 2015

**RETURN PROPOSAL TO:** GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**MANDATORY WALK THROUGH:** 9:00 AM, Monday, May 11, 2015, 1100 South St., Globe, AZ

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

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

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

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591.

Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Jeannie Sgroi, Contracts Administrator, PH 928-402-8612

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

Arizona Silver Belt advertisement dates: **April 29 and May 6, 2015**

Signed: \_\_\_\_\_  
Michael A. Pastor/Chairman of the Board

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

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

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

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**SCOPE OF SERVICES**

It is the intention of Gila County to award a contract to a qualified Correctional Food and Laundry Service Provider to provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center located in Globe, Arizona. Food services will also be provided for the Gila County Detention Substation in Payson, Arizona and the Gila County Juvenile Detention Center in Globe, Arizona.

**FOOD SERVICE REQUIREMENTS**

All meals shall be prepared at the Gila County Globe Detention Center at 1100 South St, Globe, Arizona. Meals for the Payson Detention Substation at 108 Main Street, Payson, shall be premade hot, frozen and transported by County staff to the Payson location. Meals for the Globe Juvenile Detention Center at 1425 South St, Globe, shall be made hot and delivered by County staff to the Juvenile facility.

**Meal Service and Materials**

1. **Meals Served:** Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.
  - A. Meals shall meet the following standards and guidelines:
    - a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912-Food Service System.
    - b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board.
    - c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC).
    - d) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions.
    - e) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators.
  - B. A registered dietician directly employed by the Firm must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by Firm. Dietician must provide certification applicable to the State of Arizona.
  - C. A nutritional analysis of each menu based on the standard recipes used by the Firm must be provided by the Firm.
  - D. Firm warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Firm shall be reviewed and approved by the authorized County personnel in advance of implementation.
  - E. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.
  - F. A minimum of two (2) hot meals will be served daily, seven (7) days per week. Fresh vegetables are required at least three (3) times per week.
  - G. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
  - H. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether container is marked or not.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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Scope of Services continued....

- I. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.
  - J. Food containers that are damaged, including cans that are dented, are not acceptable.
  - K. A daily beverage provided with one (1) of the three (3) meals served daily must be fortified with the RDA for vitamin C.
  - L. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
  - M. A maximum of six percent (6%) TVP is allowed in meat products.
  - N. Detailed standard recipes for menu items served in portions are required.
  - O. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.
2. **Holiday Meals:** A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These Holidays include, but are not limited to:
- Thanksgiving
  - Christmas
  - Independence Day
  - Discretion of authorized County personnel with one-month notice to Firm.
3. **Restricted Medical Diets:** Firm shall be required to provide all restricted medical diets approved by the County's authorized inmate medical examiner.
- A. Upon request the Firm will provide special meals for medical (as ordered by physician) reasons, i.e., diabetes, ulcers, renal failure, or pregnancy with extending health situation. The County will give advanced notice for any special meals.
  - B. The Firm shall serve all restricted diets ordered in compliance with Department policies.
  - C. Firm will not charge any additional cost for special meals.
4. **Sack Lunches:** Upon request the Firm will be asked to provide sack lunches or similar meals for outside work trustees and County staff. These meals will be transported from the Globe Detention Center to the area of work. **Note:** Work release inmates will be required to provide their own meals if scheduled work hours do not coincide with established serving times.
5. **Bulk Food Purchases:** Requests by the County for bulk food purchases are for special occasions. The County will give ample time for the Firm to order the quantity requested (popcorn, cookies, candies, etc.) The Firm shall look for the best possible price and will invoice the County cost plus ten percent (10%) for the order.
6. **Food Safety Standards:** Firm and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health, Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Firm shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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Scope of Services continued....

- 7. Meal Handling & Procedures:** All meals prepared and served must have food temperatures taken and documented by the Firm once they are placed on trays and ready for delivery or service. Temperatures should be taken by Firm at frequent intervals during the serving period.
- Firm will provide proper hair restraints or hats, and plastic gloves.
- 8. Staffing Requirements:** Firm, based on the information provided herein, is to propose adequate staff to oversee and service all aspects of the food service operation. Enough staff must be provided at all times to ensure the terms of this contract are satisfied.
- A. All food service employees meet the specifications of this Contract and are licensed, certified or registered, in their respective areas of performance or service pursuant to applicable laws and regulations.
  - B. Firm's employees must be at least twenty-one (21) years of age.
  - C. Firm's employees shall be free from any physical, emotional or mental condition that may adversely affect their performance. Written certification of compliance must be submitted to the County prior to the employee entering the facility.
  - D. Firm's employees shall agree, in writing, they understand their person and any personal belongings entering the facility with them are subject to search, without notice, at the discretion of the County.
  - E. Firm's employees shall not bring matches, lighters, or tobacco products in the facility. Gila County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201-Smoke Free Arizona).
  - F. Firm's employees must abide by all County Rules and regulations governing the detention facility
  - G. Firm will maintain the sufficient staff to perform the service if the detainee population grows during the term of the contract.

**Sanitation Requirements**

Firm is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facility service kitchen areas, food preparation areas, storage area, dining area, food trays, carts, utensils, cooking equipment, and loading dock areas, in compliance with ACA Standards. Sanitation will comply with Federal, State, and Local regulations and standards.

- A. Firm will maintain the hygiene of the kitchen so as to pass any and all County and/or State Health Agencies' inspections with satisfactory ratings and inclusive of ACA Standards.
- B. Firm shall provide only County preapproved cleaning supplies and other necessary items for day to day operation.
- C. Firm shall provide the appropriate number of staff to support the cleaning operations.
- D. Firm agrees to prepare and timely remove to onsite dumpsters all trash and garbage from kitchen and dining area.
- E. Firm agrees to establish a log for hazardous materials and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances.
- F. Grease will be removed in accordance with Local Health Codes.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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Scope of Services continued...

**County Obligations**

- A. County will provide number of meals to be ordered each day and time meals are to be given. If information is not provided to the Firm then the number of meals and time from the prior day shall be used.
- B. Adequate heat, light, ventilation and all other utilities needed for the provisions of food service under the terms of this contract shall be supplied to the Firm by the County.
- C. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- D. Facility inspections made by the County when deemed necessary, with or without advance notice to the Firm.

**Firm Supplied Programs**

Awarded firm shall be required to provide the following programs:

- Provide a program training inmates in the areas of food service and practical work experience.
- Provide employee training to prepare employees to work in a correctional environment teaching them to handle offender manipulation effectively.
- Provide a program to ensure all operations consistently meet a high standard of production and service.

**LAUNDRY SERVICE REQUIREMENTS**

In-house laundry services shall be performed at the Globe Detention Center located at 1100 South St., Globe, Az.

**In-House Laundry Service**

- A. Firm shall provide complete laundry service for and including but not limited to kitchen linens, bedding, cleaning supplies, and inmate clothing, etc.
- B. Firm shall purchase and supply all County approved chemicals, commodities, and cleaning supplies.
- C. Firm shall ensure all laundry staff are trained to perform quality laundry service.
- D. Firm will provide adequate staff to oversee and service all aspects of the laundry operations.
- E. Laundry service will include, but not limited to, washing, drying, and folding as normally required in a quality laundry service.
- F. Laundry must be washed according to infection control standards per CDC. 160 degrees water temp and 50-150 ppm of chlorine bleach depending on the load/washer size used for 25 minutes.
- G. At no time should soiled laundry come into contact with clean laundry.
- H. All miscellaneous items required for the Firms staff safety in laundry operations will be provided by the Firm.

**REQUEST FOR SEALED PROPOSALS  
BID NO. 032615**

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Scope of Services continued....

- I. Laundry carts that had soiled laundry in them must be sanitized per sanitizers manufactures instruction and dried before placing clean laundry in them.
- J. Clean and sanitized carts are not to come in contact with any soiled carts or laundry.
- K. All laundry items shall be washed, extracted, tumbled and ironed, if required, with only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
- L. Firm shall maintain and clean equipment as to keep in excellent working order for daily operations.
- M. Sorting of laundry will take place prior to processing to ensure correct processing of whites, colors, and other laundered items.
- N. Laundry must be properly dried before sorting and folding.
- O. Items that are torn, frayed, thin, or damaged must be separated after laundry process and kept in separate cart for repair or discard.
- P. All cleaning rags and mops must be clean, free from odor and bleach rot.
- Q. All cleaning rags and mops are to be separated based, placed into a clean plastic bag, and returned to correct location.
- R. At no time will any clean rags or mops be transported in the same clean resident laundry carts-they must be in their own clean cart.
- S. All kitchen and food service linens will be laundered separate from other items and returned to the food service area in separate plastic bags.
- T. Firm will maintain sufficient staff to perform the service if the detainee population grows during the term of the contract.

**County Obligations**

- A. County shall provide adequate heat, light, ventilation, water and all other utilities required for the provision of in-house laundry service under the terms of this contract.
- B. County shall provide security, control, and limitation of inmate movement into and out of the laundry area, including physical security of employees, suppliers, and other authorized visitors.
- C. Inmates on occasion, per County request, may assist in laundry transport to and from laundry area.
- D. County shall determine the time laundry service operations are performed in order to conserve energy.

**SECURITY CLEARANCE**

Gila County reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Firm who the Firm wishes to assign to the Gila County Detention Facility. Only those employees who successfully pass the background process may be utilized at the Facility.

- All Firm staff must complete the Waiver of Liability and Release Form on page 30 of this bid packet prior to working at facility.

REQUEST FOR SEALED PROPOSALS  
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Scope of Services continued....

**PROPOSAL EVALUATION PROCESS**

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

Evaluation Criteria

1. Experience in detention center food preparation and laundry service including verifiable past performance of similar contracts (Reference page 26) (40 points)
2. Staff and use of existing personnel (Price Sheet Page 25) (10 points)
3. Proposal Cost (Price Sheet page 24-25) (50 points)

**Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.**

**PAYMENT**

Upon receipt and acceptance of goods and services a monthly invoice shall be submitted by the Firm to the County in accordance with proposed amount on Cost Sheet, pages 24-25 of contract.

**INFORMATION REQUESTS**

Requests for additional information relating to the scope of work, instructions, or general conditions of this bid should be directed to: Jeannie Sgroi (928) 402-8612, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov).

**WALK THROUGH**

There will be a mandatory walk through held Monday, May 11, 2015, 9:00 A.M., at the Gila County Globe Detention Center located at 1100 South St., Globe, Az.

**INSTRUCTIONS TO BIDDERS**

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

**EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

**Preparation of Sealed Proposal**

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Firms 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 Firms able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Firm 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 Firm. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Firms must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Firm(s) to perform the Scope of Services as set forth in the Contract. Failure of any Firm to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Firm(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Firm; if initialed, the County may require the Firm to identify any alteration so initialed.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

Instructions to Bidders continued...

**Amendments**

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.
2. Copies of all addenda must be attached to the submittal.

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

**Inquiries**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Firm(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, May 14, 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.

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

**Late Proposals**

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

**Submittal Proposal Format:**

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

REQUEST FOR SEALED PROPOSALS  
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Instructions to Bidders continued....

1. By signature in the offer section of the Offer and Acceptance page, Firm certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Firm 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 Firm(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Firm's errors or omissions. Negligence in preparing an offer confers no right to the Firm unless the Firm discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER", Bid No., "032615", Date "MAY 18, 2015", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.**

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Firm(s). To ensure that all Firms 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 Firm(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Firm(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Firms(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 Firms who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

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

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

General Terms & Conditions continued....

**Laws and Ordinances**

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

**EXHIBIT "B" BIDDER AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Firm, 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 Firm's signature(s) appearing on page 32, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Firm in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Firm; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Firm 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 Firm 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 Firm.

**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 Firm.

*Bidder Award Agreement continued....*

### **Contract Default**

- A. The County, by written notice of default to the Firm, may terminate the whole or any part of this contract in any one of the following circumstances:
1. If the Firm fails to make delivery of the supplies or to perform the services within the times specified; or
  2. If the Firm 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 Firm 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 Firm 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 Firm 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 Firm.

### **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.

REQUEST FOR SEALED PROPOSALS  
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Bidder Award Agreement continued....

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

1. In the opinion of the County, the Firm fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Firm attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Firm fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Firm fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Firm 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 Firm at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

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

**MINIMUM SPECIFICATIONS**

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

**Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a Correctional Food Service Provided to provide Food and Laundry Service, and Materials for the Gila County Detention Center.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General Purpose**

- 1.1 All product specifications are minimum.
- 1.2 Firm should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Firm shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.**
  - 1.5.2 Qualification and Certification Forms (page 22-23)
  - 1.5.3 Price Sheet (page 24-25)
  - 1.5.4 References List (page 26)
  - 1.5.5 No Collusion Certification (page 27)
  - 1.5.6 Intentions Concerning Subcontracting (page 28)
  - 1.5.7 Legal Arizona Workers Act Compliance (page 29)
  - 1.5.8 Waiver of Liability Release (page 30)
  - 1.5.9 Checklist & Addenda Acknowledgment (page 31)
  - 1.5.10 Offer Page (pages 32-33)

Minimum Specifications continued....

## **SECTION 2.0**

### **Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period. Firm shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of four (4) years.
- 2.3 Per meal prices shall automatically be adjusted, up or down, on each anniversary of the Effective Date, according to the yearly unadjusted percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH shall be June of the immediately preceding year to June of the then-current year (the "Base Period"). For example, if on the anniversary date of the Effective Date of the yearly unadjusted percentage change in the "CPI-FAH" is 3.1, then each of the per meal prices shall be automatically increased 3.1 percent from the prices previously in effect on the anniversary date. Any cost adjustments must meet the Board of Supervisor's approval by an amendment to the contract prior to any such adjustment.

## **SECTION 3.0**

### **Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY: Gila County Sheriff's Office, 1100 South Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

## **SECTION 4.0**

### **4.1 Evaluation of Proposal and Negotiations-**

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

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

**REQUEST FOR SEALED PROPOSALS**  
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Minimum Specifications continued....

**4.2 Negotiations with Individual Firms**

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms 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 Firms, 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 Firms for the purpose of determining source selection and/or Contract Award.
  - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Firm 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 Firm.
  - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

**INSURANCE PROVISIONS**

**Indemnification Clause:**

Firm 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 Firm 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 Firm 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 Firm from and against any and all claims. It is agreed that Firm 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 Firm 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 Firm for the County.

**Insurance Requirements:**

The Firm 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 Firm, 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 Firm from liabilities that might arise out of the performance of the work under this contract by the Firm, his agents, representatives, employees or subcontractors and Firm is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. Policy shall be endorsed to **include master key coverage.**

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

Insurance Provisions continued....

c. Policy shall be endorsed to include coverage for "care-custody-control".

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 Firm, including automobiles owned, leased, hired or borrowed by the Firm".

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

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

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

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ \_\_\_\_\_

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

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

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

REQUEST FOR SEALED PROPOSALS  
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Insurance Provisions continued....

- 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, Contracts Administrator, 1400 E. Ash Street, 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 Firm from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Firm shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

- F. **SUBCONTRACTORS:** Firms' certificate(s) shall include all subcontractors as additional insured's under its policies or Firm shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage 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**

**EXHIBIT "D" Bidder Qualifications and Reference List**

**Purpose**

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

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

**Contract Number 032615 Food and Laundry Service for Gila County Detention Center**

The applicant submitting this Proposal warrants the following:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has Firm (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 Firm failed to perform in the narrative part of this Contract.
3. Has Firm (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 Firms disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Firm (under your firm's present or any previous name)? \_\_\_\_\_ Yes \_\_\_\_\_ No. If "Yes", give details including the date, the contracting agency, and the reasons Firm was terminated in the narrative part of this Contract.
5. Firm must also provide at least the following information:
- a. A brief history of the 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 Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Firm has in supplying the specified services.
  - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors ROC, contact name and phone # must be included.
  - f. Gila County reserves the right to request additional information.
  - g. Sealed list of equipment used in performing the services must accompany proposal.

**REQUEST FOR SEALED PROPOSALS  
BID NO. 032615**

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Qualification & Certification continued....

6. **Firm 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 Firm Business License Number:** \_\_\_\_\_  
(If Applicable)

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

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

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

\_\_\_\_\_  
**Title**

**REQUEST FOR SEALED PROPOSALS  
BID NO. 032615**

**PRICE SHEET**

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

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

Phone No.: \_\_\_\_\_

<b>FOOD SERVICE MEAL RATES</b>			
<b>Daily Meal Average</b>	<b>Globe D.C. Meal Rates</b>	<b>*Juvenile Meal Rates</b>	<b>**Substation Meal Rates</b>
1 – 50 Meals	\$ _____	\$ _____	\$ _____
51 – 83 Meals	\$ _____	\$ _____	\$ _____
84 – 117 Meals	\$ _____	\$ _____	\$ _____
118 – 150 Meals	\$ _____	\$ _____	\$ _____
151 – 183 Meals	\$ _____	\$ _____	\$ _____
184 + Meals	\$ _____	\$ _____	\$ _____
Cost per one (1) Sack Lunch \$ _____			

**Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501**

All meals shall be made at the Gila County Detention Center location in Globe.

\*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

\*\*Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.



**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

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

\_\_\_\_\_  
**Title**



**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

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

\_\_\_\_\_  
**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

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

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

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

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**Signature of Authorized Representative**

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**Printed Name**

---

**Title**

REQUEST FOR SEALED PROPOSALS  
Bid No. 032615

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**WAIVER OF LIABILITY AND RELEASE FORM**

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I \_\_\_\_\_ hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.

2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.

3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.

4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.

5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.

6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.

7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all other as mentioned above, shall apply to any rights of action arising from the denial of employee opportunity of the Agency, based on information received from the background investigation.

***Read carefully before signing.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

REQUEST FOR SEALED PROPOSALS

Bid No. 032615

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

\_\_\_\_\_

PRICE SHEET

\_\_\_\_\_

REFERENCES

\_\_\_\_\_

NO COLLUSION IN BIDDING

\_\_\_\_\_

INTENTIONS IN SUBCONTRACTING

\_\_\_\_\_

LEGAL ARIZONA WORKERS ACT COMPLIANCE

\_\_\_\_\_

WAIVER OF LIABILITY & RELEASE

\_\_\_\_\_

CHECKLIST & ADDENDA ACKNOWLEDGMENT

\_\_\_\_\_

OFFER PAGE

\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

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

\_\_\_\_\_  
Firm:

\_\_\_\_\_  
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: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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**OFFER PAGE**

**TO GILA COUNTY:**

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

Signature also certifies the Firms 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 Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

**CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center**

**Firm Submitting Proposal:**

**For clarification of this offer, contact:**

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

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

\_\_\_\_\_  
Address

Phone No.: \_\_\_\_\_

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

Fax \_\_\_\_\_

Email: \_\_\_\_\_

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

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

\_\_\_\_\_  
**Title**

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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

***The Offer is hereby Accepted:***

The Firm \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 032615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 032615**. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**EXHIBIT D**  
**COMPLETED FORMS**

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Reference List**

**Purpose**

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

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

**Contract Number 032615 Food and Laundry Service for Gila County Detention Center**

The applicant submitting this Proposal warrants the following:

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

Aramark Correctional Services, LLC  
1101 Market Street, Philadelphia, PA 19107  
215-238-3000

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

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

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

*\* The answer is no in the State of Arizona over the past five (5) years.*

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

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

**D. Please see Aramark's Qualifications and Operations Plan in Section II and Section III of this proposal. Aramark has provided our Operations Plan and Standards of Operation, all proposed menus and nutritional analysis, staffing with resumes and staffing chart, training for employees and inmates, contingency plan, security procedures, and other related operational aspects for both food and laundry services.**

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

Qualification & Certification continued...

6. Firm Experience Modifier (e-mod) Rating in Arizona: 0.81  
(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 Firm Business License Number: R13784628  
(If Applicable)

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

**Aramark's Certifications follow the completed forms for Exhibit D.**



Signature of Authorized Representative

Tim Barttrum

Printed Name

Vice President of Business Development

Title

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF REGISTRATION**

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

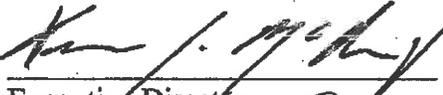
**\*\*\*ARAMARK CORRECTIONAL SERVICES, LLC\*\*\***

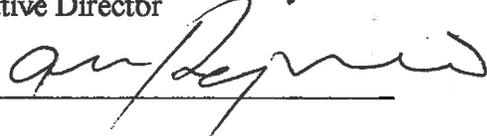
a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 5th day of July 2007.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 17th Day of July, 2007, A. D.



  
Executive Director

By 

AZ CORPORATION COMMISSION  
FILED

JUL 05 2007

R 13784628  
FILE NO

APPLICATION FOR REGISTRATION  
OF A FOREIGN LIMITED LIABILITY COMPANY  
Pursuant to A.R.S. §29-802 et seq.

1. The company name must contain an abbreviation which may be "limited liability company," "limited company," or the abbreviations "L.L.C.," "L.C.," "LLC" or "LC". If you are the holder or assignee of a trademark, attach a copy of the trademark certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be signed by a manager, member or authorized agent.

2. Provide the name of the state or jurisdiction under whose laws your company was formed.

3. Provide the date on which your company organized in the state or jurisdiction under whose laws it was formed.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

The agent must consent to the appointment by executing the consent.

LL-0005  
Rev. 10/2005

1. The name of the foreign limited liability company is:  
ARAMARE Correctional Services, LLC

1. 8. If the exact name of the foreign limited liability company is not available for use in this state, then the fictitious name adopted for use by the limited liability company in Arizona is:  
(FN)

2. The company is organized under the laws of: Delaware  
(State)

3. The date of the company's formation is: 09/19/1994

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:  
services to correctional facilities

5. The name and street address of the statutory agent for the foreign limited liability company in Arizona is:  
CT Corporation System  
2394 East Camelback Road  
Phoenix, Arizona 85016

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

I, CT Corporation System, having been designated to act as  
(Print Name)  
statutory agent, hereby consent to act in that capacity until removed or resignation is submitted  
in accordance with the Arizona Revised Statutes.

By: Virginia G. Flock  
Signature Virginia G. Flock, Special Asst. Sec.  
CT Corporation System

If signing on behalf of a company, print company name here

AZ CORPORATION COMMISSION  
FILED

JUL 13 2007

FILE NO R 13784628

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

7. If the jurisdiction under the law of which your company is formed, you must provide the address of the principal office of the company, in whatever state or jurisdiction it is located.

The application must be signed by a member, manager or duly authorized agent.

Attach a certificate of existence or document of similar import duly authenticated (within sixty (60) days) by the official having custody of corporate records in the state, province or county under whose laws the corporation is incorporated.

Your phone and fax numbers are optional.

LL-9008 Rev. 10/2008

8. Management Structure (select option A or B): **R 13784628**  
A  Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 member  manager  member  manager

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

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 member  manager  member  manager

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

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

B  Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

Name: ARANARK Corporation Name: \_\_\_\_\_

Address: 1101 Market Street Address: \_\_\_\_\_

City, State, Zip: Philadelphia PA 19107 City, State, Zip: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

7. The address of the office required to be maintained in the jurisdiction under the laws of which the company is organized, if required; or, if not required, the address of the principal office of the company is:  
1101 Market Street, Philadelphia, PA 19107

Executed this 13<sup>th</sup> day of April, 2007.

Jacklyn Nevada Signature  
Print Name (Check One)  Member  Manager  Authorized Agent

PHONE: 215 239 5000 FAX: \_\_\_\_\_

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

**PRICE SHEET**

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

Firm Name: Aramark Correctional Services, LLC

Phone No.: 630-271-2907

FOOD SERVICE MEAL RATES			
Daily Meal Average	Globe D.C. Meal Rates	*Juvenile Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ <u>3.697</u>	\$ <u>2.349</u>	\$ <u>3.697</u>
51 – 83 Meals	\$ <u>3.527</u>	\$ <u>2.349</u>	\$ <u>3.527</u>
84 – 117 Meals	\$ <u>2.310</u>	\$ <u>2.349</u>	\$ <u>2.310</u>
118 – 150 Meals	\$ <u>2.194</u>	\$ <u>2.349</u>	\$ <u>2.194</u>
151 – 183 Meals	\$ <u>1.973</u>	\$ <u>2.349</u>	\$ <u>1.973</u>
184 + Meals	\$ <u>1.793</u>	\$ <u>2.349</u>	\$ <u>1.793</u>
Cost per one (1) Sack Lunch \$ <u>1.729</u>			

**Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501**

All meals shall be made at the Gila County Detention Center location in Globe.

\*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

\*\*Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.

Proposal options for your consideration:

- \$30,000 investment for the kitchen floor repair (add \$0.05/meal)
- \$10,000 investment for a new trayline (add \$0.017/meal)
- \$10,000 investment for a new mixer (add \$0.017/meal)

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

Price Sheet continued....

LAUNDRY SERVICE RATES	
Items are listed as follows, but not limited to:	
<ul style="list-style-type: none"><li>▪ Kitchen Supplies</li><li>▪ Cleaning Supplies</li><li>▪ Inmate Bedding</li><li>▪ Inmate Clothing</li></ul>	*WEEKLY RATE
*Cost based on an average of 169 inmates per day.	\$ <u>600.00</u>

**Intentions Concerning Staff:** (10% of evaluation criteria) Describe your intentions concerning retention of existing staff. Weight will be given to bidders that intend to minimize turnover of existing staff or adequately explain how use of new staff will provide better service.

Aramark intends to retain all existing staff in the Gila County Food and Laundry services. This serves as a benefit to Gila County, as well as, Aramark. Retention of existing staff means no transition or disruption of services.

We work very hard to minimize turnover in both our management and hourly staff. We recruit aggressively, seeking the best people, training them to work in the Corrections environment, and offering very competitive wages and benefits in the food service industry. Generally, Aramark Correctional Services has turnover rates well below the food service industry averages.

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REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** Gila County Jail  
**Contact:** Justin Solberg, Jail Administrator  
**Phone:** 928-402-4374  
**Address:** 1100 South Street, P.O. Box 311, Globe, AZ 85501  
**Job Description:** Food and Laundry Services

2. **Company:** Sandoval County Detention Center  
**Contact:** Director Al Casamento  
**Phone:** 505-867-5339  
**Address:** 1100 Montoya Blvd, Bernalillo, NM 87044  
**Job Description:** Food and Commissary Services

3. **Company:** Skagit County Jail  
**Contact:** Chief Charlie Wend  
**Phone:** 360-336-9448  
**Address:** 600 South 3rd Street, Mount Vernon, Washington 98273  
**Job Description:** Food, Juvenile, and Commissary Services

Aramark Correctional Services, LLC

Name of Business



Signature of Authorized Representative

Tim Barttrum, Vice President Business Development  
Title

**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

**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 also attach up to ten additional pages describing relevant experience.

1. **Company:** Whatcom County Jail  
**Contact:** Chief Wendy Jones  
**Phone:** 360-676-6868 x50470  
**Address:** 311 Grand Avenue, Bellingham, Washington 98225  
**Job Description:** Food, Commissary, and Juvenile Services

2. **Company:** Linn County Sheriff's Office  
**Contact:** Captain Barry Baggett  
**Phone:** 503-967-3901, x228  
**Address:** 1115 Jackson S.E., Albany, OR 97321  
**Job Description:** Food and Commissary Services

3. **Company:** Yamhill County Jail  
**Contact:** Captain Jason Mosiman, Jail Administrator  
**Phone:** 503-434-7506  
**Address:** 535 E. 5th Street, McMinnville, Oregon 97128  
**Job Description:** Food, Juvenile, and Commissary Services

Aramark Correctional Services, LLC

**Name of Business**



**Signature of Authorized Representative**

Tim Barttrum, Vice President Business Development  
**Title**

# CLIENT RECOGNITION



## Office of the Sheriff

SANTA BARBARA COUNTY

**BILL BROWN**  
Sheriff-Coroner

**BERNARD MELEKIAN**  
Undersheriff

### STATIONS

**Buellton**  
140 W. Highway 248  
Buellton, CA 93427  
Phone (805) 686-8150

**Carpinteria**  
3775 Carpinteria Avenue  
Carpinteria, CA 93013  
Phone (805) 684-4561

**Isla Vista**  
6504 Frigo Road  
Isla Vista, CA 93117  
Phone (805) 681-4179

**Lompoc**  
3500 Harris Grade Road  
Lompoc, CA 93436  
Phone (805) 717-7737

**New Cuyama**  
70 Newsome Street  
New Cuyama, CA 93254  
Phone (661) 766-2310

**Santa Maria**  
812-A W. Foster Road  
Santa Maria, CA 93455  
Phone (805) 939-6150

**Solvang**  
1745 Mission Drive  
Solvang, CA 93463  
Phone (805) 686-5000

**Sheriff - Coroner Office**  
66 S. San Antonio Road  
Santa Barbara, CA 93110  
Phone (805) 681-4146

**Male Jail**  
4436 Calle Real  
Santa Barbara, CA 93110  
Phone (805) 681-4260

### COURT SERVICES CIVIL OFFICES

**Santa Barbara Division**  
1105 Santa Barbara Street  
P.O. Box 690  
Santa Barbara, CA 93102  
Phone (805) 168-2900

**Santa Maria Division**  
312 E. Cook Street, "D"  
Santa Maria, CA 93456  
Phone (805) 146-7440

P.O. Box 6427 - 4434 Calle Real - Santa Barbara, California 93160  
Phone (805) 681-4100 - Fax (805) 681-4322  
[www.sbsheriff.org](http://www.sbsheriff.org)

February 10, 2015

To Whom It May Concern,

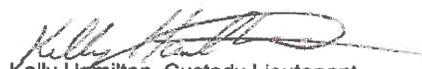
ARAMARK has been providing food service for the Santa Barbara County Sheriff's Office since July of 2012. We have been extremely pleased with the service they have provided and the partnership that has been established during this time.

As with most agencies, we have faced financial difficulties and food service is always an area that is re-examined for possible savings. ARAMARK has been receptive to offer alternatives in order to assist us in achieving potential savings. Additionally, we have found that their prices are extremely reasonable without compromising quality.

Part of our agreement required ARAMARK to provide food services during a complete kitchen remodel. This remodel project was scheduled to take six months and required an off-site temporary kitchen to be established. The on-site ARAMARK manager was instrumental in the planning and design of both the temporary and the newly designed kitchen. In addition, he was able to provide valuable insight in every step of the process. We are now four months into this project and we haven't seen any compromise to the high quality of food service we receive from ARAMARK.

I am confident that you will be impressed with the service ARAMARK provides. They are a professional company and strive for excellence in providing quality food at a reasonable price. Please feel free to contact me at (805) 681-4251, should you have any further questions.

Sincerely,

  
Kelly Hamilton, Custody Lieutenant  
Projects & Planning, Custody Support Division

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

STATE OF ~~ARIZONA~~ Illinois )  
 )ss  
COUNTY OF ~~YUKA~~ DuPage )

Tim Barttrum  
\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he is Vice President of Business Development  
\_\_\_\_\_  
(Title)

Of Aramark Correctional Services, LLC and  
\_\_\_\_\_  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER, GILA COUNTY, BID CALL NO. 032615** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_  
Aramark Correctional Services, LLC  
\_\_\_\_\_  
(Name of Business)

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

Aramark Correctional Services, LLC  
\_\_\_\_\_  
Name of Business

[Signature]  
\_\_\_\_\_  
By

Tim Barttrum, Vice President of Business Development  
\_\_\_\_\_  
Title



Subscribed and sworn to before me this 18 day of May, 2015.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission expires: 3/5/18

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Tim Barttrum

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

Vice President of Business Development

\_\_\_\_\_  
**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

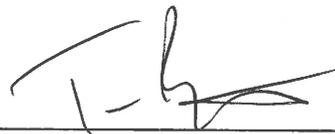
Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that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

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

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

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

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



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

Tim Barttrum

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

Vice President of Business Development

\_\_\_\_\_  
**Title**

**WAIVER OF LIABILITY AND RELEASE FORM**

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I Tim Barttrum hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.

2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.

3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.

4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.

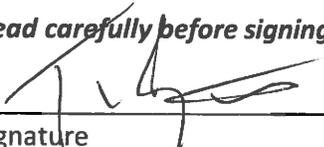
5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.

6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.

7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all other as mentioned above, shall apply to any rights of action arising from the denial of employee opportunity of the Agency, based on information received from the background investigation.

***Read carefully before signing.***

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Tim Barttrum, Vice President of Business Development  
Printed Name

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>X</u>
PRICE SHEET	<u>X</u>
REFERENCES	<u>X</u>
NO COLLUSION IN BIDDING	<u>X</u>
INTENTIONS IN SUBCONTRACTING	<u>X</u>
LEGAL ARIZONA WORKERS ACT COMPLIANCE	<u>X</u>
WAIVER OF LIABILITY & RELEASE	<u>X</u>
CHECKLIST & ADDENDA ACKNOWLEDGMENT	<u>X</u>
OFFER PAGE	<u>X</u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>TB</u>	<u>TB</u>	_____	_____	_____
Date	<u>May 6, 2015</u>	<u>May 13, 2015</u>	_____	_____	_____

Signed and dated this 18 day of May, 2015

Aramark Correctional Services, LLC

Firm:



By: Tim Barttrum, Vice President of Business Development

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: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

**OFFER PAGE**

**TO GILA COUNTY:**

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

Signature also certifies the Firms 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 Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

**CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center**

**Firm Submitting Proposal:**

Aramark Correctional Services, LLC  
\_\_\_\_\_  
Company Name  
1101 Market Street  
\_\_\_\_\_  
Address  
Philadelphia, PA 19107  
\_\_\_\_\_  
City State Zip

**For clarification of this offer, contact:**

Name: Karen Russell  
Phone No.: 415-244-8474  
Fax 415-840-0062  
Email: russell-karen@aramark.com

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

Tim Barttrum  
\_\_\_\_\_  
Printed Name  
Vice President of Business Development  
\_\_\_\_\_  
Title

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 032615

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

***The Offer is hereby Accepted:***

The Firm Aramark Correctional Services, LLC is now bound to provide the materials or services listed in RFP No.: 032615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 032615. The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# FIRM HISTORY

## ARAMARK AT A GLANCE

### THE ARAMARK BRAND STORY

An Aramark day begins the same way, every day, all over the world. It's a quest for excellence that involves two elements: people with a strong sense of pride in their work and an organization dedicated to getting it right. This quest, while simple in intent, is complex in execution. It's as simple as caring for the needs of our customers—making sure that the moment of truth is a moment to remember. Complex, because we do it a million times a day all over the world, and to get it right we have to understand the emerging trends of a generation as well as the preferences of a single customer. We need to find creative solutions to today's unexpected challenges and marry them with time-tested practice.

We need to find the perfect balance of doing things incredibly well over and over again, while at the same time being responsive to the changing needs of our clients and customers. At Aramark, innovation is what we bring to the everyday. Passion is at the heart of our process, and pride is what defines our people. That's the story of our brand—which is the story of Aramark.

### ARAMARK IS A GLOBAL LEADER IN MANAGED FOOD SERVICE.

- 2 billion meals served annually
- More than 2,200 K-12 schools and colleges—5 million students
- More than 2,000 hospitals and senior living—75 million patients and residents
- 350 sports and entertainment venues serving 100 million fans
- More than 5,400 business dining locations



Headquartered in Philadelphia, Pennsylvania, we are a \$15 billion company with a global employee population of 270,000 serving customers in 22 countries. Aramark delivers experiences that enrich and nourish people's lives through innovative services in food, facilities management, and uniforms. We provide award-winning services to healthcare institutions, universities and school districts, stadiums and arenas, and businesses. Our expertise, resources, and experience guarantee cost and quality outcomes for client partners.

As a leader in a large, growing market, Aramark proudly serves its blue chip client base through high quality service and innovation to meet their evolving needs. With safety, quality, and service excellence as core values that define the company, Aramark also is committed to responsibly addressing issues that matter to our clients, customers, employees, shareholders, and communities by focusing on employee advocacy, environmental stewardship, health and wellness, and community involvement.

---

Since 1998, Aramark has consistently been recognized among the World's Most Admired Companies by *FORTUNE* magazine. Aramark was also honored again as one of the "World's Most Ethical Companies" by the Ethisphere Institute in 2015.

**Aramark operates hundreds of pick/pack/deliver warehouses serving more than 170,000 locations.**

**Aramark is a \$1.0+ billion retailer operating 850 retail locations in the U.S. alone.** Aramark operates 350 award-winning convenience stores selling snacks, food, and other items directly to consumers. Our sophisticated retail programs have grown sales double-digits for seven straight years in those stores.

## OUR MISSION

Deliver experiences that enrich and nourish lives

## OUR VALUES

- Sell and serve with passion
- Front line first
- Set goals. Act. Win.
- Integrity and respect always

## MARKET POSITION

Aramark Correctional Services is the leading food service provider to corrections across the country. We offer:

- Food service
- Commissary services
- Facility maintenance management
- Property room management
- Laundry service
- Meals on Wheels

Additionally, Aramark offers ancillary services such as vending and office coffee systems for administrative offices.

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## **EXPERIENCE**

Aramark Correctional Services is the oldest and largest provider of managed service solutions, with more than 35 years of experience in the public safety market. We work inside more than 450 facilities every day, so we understand the unique needs of corrections professionals.

We are a corrections-dedicated company. Aramark Correctional Services manages food service only in secured environments. Aramark provides more than one million meals daily for offenders and corrections staff using both civilian and offender workforces.

Aramark Correctional Services is the leader in food service to state, county, municipal, private prisons, and juvenile facilities across North America. Our full-time staff of dietitians works only in corrections, so they know how to deliver meals that meet all nutritional requirements and standards at an affordable price.

## **FOOD SERVICE EXPERTISE**

Aramark Correctional Services prepares nearly 400 million meals annually in secure environments.

We assume the role of food service consultants within our clients' facilities. Building on our years of experience in correctional food service, we apply procedures that achieve our clients' objectives. It is our responsibility to make knowledgeable observations and recommend proper procedures to meet or exceed applicable standards.

We currently operate numerous operations that are fully accredited by the American Correctional Association (ACA). If desired, our staff will work closely with Gila County Detention Center to achieve ACA accreditation for the Food Service Program in the facility.

## ARAMARK CLIENTS THAT ARE ACA ACCREDITED

- Adams County Detention Facility in Brighton, Colorado
- Alameda County–Santa Rita Jail in Dublin, California
- Arapahoe County–Sullivan Detention Center in Centennial, Colorado
- CCA Marion County in Indianapolis, Indiana
- Champaign County Jail in Urbana, Illinois
- Clark County Detention Center in Las Vegas, Nevada
- Corrections Center of Northwest Ohio in Stryker, Ohio
- Douglas County Correctional Center in Omaha, Nebraska
- El Paso County in Colorado Springs, Colorado
- Essex County Sheriff’s Department and Correctional Facility in Middleton, Massachusetts
- Fairfax County Detention Center in Fairfax, Virginia
- Hampton Roads Regional Jail in Portsmouth, Virginia
- Hunterdon County Jail in Flemington, New Jersey
- Indiana Department of Correction
- Jefferson County Detention Facility in Golden, Colorado
- Kentucky Department of Corrections
- Lakin Correctional Facility in West Columbia, West Virginia
- Larimer County Detention Center in Ft. Collins, Colorado
- Mecklenburg County Jail in Charlotte, North Carolina
- Montgomery County Jail in Dayton, Ohio
- Mount Olive Correctional Facility in Mount Olive, West Virginia
- Oklahoma County Jail in Oklahoma City, Oklahoma
- Orange County Jail in Goshen, New York
- Philadelphia Prison System in Philadelphia, Pennsylvania
- Prince George’s County Jail in Upper Marlboro, Maryland
- Schaffner Youth Center in Harrisburg, Pennsylvania

- 
- Shelby County Division of Corrections in Memphis, Tennessee
  - Texas Department of Criminal Justice–Hamilton in Bryan, Texas
  - Washington County Detention Center in Hagerstown, Maryland
  - Washington DC Treatment Center in Washington DC

## **KEY MEMBERSHIPS**

We maintain memberships in:

- American Correctional Association, since 1979
- American Jail Association, since 1981
- National Sheriffs' Association, since 1980
- Association of Correctional Food Service Affiliates, since 1979
- National Juvenile Detention Association, since 1995
- National Correctional Industries Association, since 2006
- Representative, local organizations (such as Illinois Sheriff's Association since 1992)

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## MEDIA RECOGNITION

### WORLD'S MOST ADMIRED COMPANIES

Thanks to the efforts of our people around the globe, since 1998, Aramark has consistently been recognized among the World's Most Admired Companies by *FORTUNE* magazine.

### WORLD'S MOST ETHICAL COMPANIES

Out of thousands of nominations from companies in more than 100 countries, Aramark was again recognized in 2015 as one of the world's most ethical by a think tank dedicated to business ethics, corporate responsibility, anti-corruption, and sustainability.



### TOP TECHNOLOGY INNOVATORS ACROSS AMERICA

For the ninth consecutive year, Aramark, a world leader in providing professional services, has been named to the 2010 InformationWeek 500, an annual listing of the nation's most innovative users of business technology.

The InformationWeek 500 honors the nation's most innovative users of information technology, tracking the technology, strategies, investments, and practices of America's best-known companies.

"For 22 years, the InformationWeek 500 has honored the most innovative users of business technology," said *InformationWeek* Editor in Chief Rob Preston. "As we start to emerge from the worst recession in decades, the IT focus is now on driving growth—new sources of revenue, new relationships with customers, even new business models. This year's ranking placed special emphasis on those companies and business technology executives leading that charge."

## CORPORATE CITIZENSHIP

Every day, our 270,000 employees worldwide enrich lives through business and community activities. We seek to enrich the communities where we live and work. We believe it is important for our company and employees to be active participants in our local communities.

### SIGNATURE COMMUNITY PROGRAM AND ACTIVITIES

Aramark has dedicated more than \$7 million in cash grants, volunteer hours, and product donations toward improving community centers as part of a philanthropic and employee volunteerism signature initiative. "Aramark Building Community" establishes and activates long-term relationships with local community center networks serving hundreds of neighborhoods in nearly 30 cities.



### CORPORATE RESPONSIBILITY

Our approach to corporate responsibility (CR) draws on our unique resources, skills, and relationships to affect the areas of:

- Employee advocacy
- Environmental stewardship
- Health and wellness
- Community involvement

 enriching lives every day



Our Board of Directors has adopted governance principles and committee charters to ensure that Aramark conducts business with the utmost integrity and according to the highest ethical standards. When striving to mutually achieve our CR or sustainability objectives:

- **Client collaboration**—We work closely with our clients and suppliers to develop innovative product and service options that operationalize their sustainable objectives.
- **Best practice sharing**—We lead by example in areas of business that we control, taking a responsible approach to our operations and developing best practices that we can share with our clients.
- **Provide expertise**—We empower and help our clients to achieve high standards of sustainability in their business operations by providing expertise and solutions.
- **Sustainable products and practices**—We offer a wide range of sustainable products and service options. We operationalize sustainable practices in our sphere of control and with our clients.
- **Innovations**—We research and develop new, innovative, and cost-effective sustainable solutions.

## CORPORATE RESPONSIBILITY AWARDS

Aramark has received the following commendations for our CR efforts:

Aramark in 2015 was again recognized as one of the “40 Best Companies for Diversity” by *Black Enterprise* magazine, one of the nation’s leading business publications. The magazine surveys the top 1,000 publicly traded companies, as well as the 100 leading global companies with strong U.S. operations. The qualitative survey focuses on activities related to the participation of African Americans and members of other ethnic minority groups in four categories: employee base, senior management, board of directors, and supplier diversity. This is the fifth time that Aramark has been named to the Top 40 list.



*CAREERS & the disABLED* magazine in 2015 ranked Aramark among its Top 50 Employers for providing a positive working environment for people with disabilities.



Aramark received a perfect score of 100 percent on the 2015 Corporate Equality Index (CEI), a national benchmarking survey and report on corporate policies and practices related to LGBT workplace equality, administered by the Human Rights Campaign Foundation (HRC). Aramark’s efforts in satisfying all of the CEI’s criteria results in a 100 percent ranking and the designation as a Best Place to Work for LGBT Equality.

Aramark Corporation has again been named to the Global Outsourcing 100 list. Aramark was acknowledged as being above average for its employee management and development. Aramark has been recognized as part of this prestigious list since it was first published in 2006.



## PHILANTHROPY

We work closely with our employees, clients, and communities to implement these programs:

- Aramark has dedicated more than \$7 million in cash grants, volunteer hours, and product donations toward improving community centers as part of a new philanthropic and employee volunteerism signature initiative.
- Through the Aramark Charitable Fund, we contributed \$100,000 to the American Red Cross Hurricane Sandy Relief Fund after the “superstorm” devastated parts of the East Coast in fall 2012. The Red Cross provided assistance across the affected areas, including shelter for thousands of displaced people and emergency response vehicles with meals and other supplies.

# OBSERVATIONS

## UNDERSTANDING YOUR NEEDS

### YOU HAVE TO BE SUCCESSFUL, OR WE ARE NOT.

Aramark Correctional Services has been committed to our clients' success since our founding in 1976. We are diligent about this mission, which is why we place such great emphasis on actively listening to you to create comprehensive solutions to meet your needs. We ask the questions that drive customized solutions.



### WE MUST UNDERSTAND YOUR OBJECTIVES.

You have specific objectives for your facility and food service. As you have experienced, when you form a partnership with Aramark Correctional Services, you own the program. Your staff will continue to play critical roles in customizing the program that suits your needs.

### YOU NEED A CUSTOMIZED SOLUTION.

With more than 450 clients, we understand that correctional facilities face similar challenges; however, individual needs vary widely. Therefore, our solutions are customized specifically to each client family's objectives. We start by assessing specific facility needs and objectives, and we work with you to develop strategies for success.

## ARAMARK SOLUTIONS TO HELP

With an in-depth understanding of your key needs, we created programs that can help relieve some of the pressure from these issues, including:



- **Correctional officer morale and offender behavior**

**Behavior management tools are important to an officer.** Aramark has created tools such as FreshFavorites to give officers another way to manage offender behavior appropriately. The more controlled and quiet the work environment, the greater the morale and job satisfaction for your staff.

- **Security**

**Quality meals must be served as planned and on time.** Aramark's **Operational Excellence Program (OP-X)** is a quality assurance program—and much more. OP-X ensures the meal is served per your protocols and according to the standards set by your facility and the American Correctional Association. Consistent and timely quality and portions help to maintain security and custody.

- **Offender behavior**

**Behavior management tools support your security goals.** Aramark's **FreshFavorites Program** gives officers another tool to control population behavior. Aramark has other programs, such as **iCare, TouchPay, and infoLiNK**, that help to maintain a quiet, controlled environment in your facility.

- **Litigation**

**Aramark's Standards of Operation minimize time and effort dealing with food-related litigation.** Operational Excellence requires safe food-handling protocols that minimize the chance of foodborne illness in your facility. The documentation provides the information you need to manage any claim over food quickly and easily. Additionally, our diets provide guaranteed nutritional compliance as approved by our registered dietitians.

**Registered dietitians are on staff to protect you.** Aramark has a staff of registered dietitians dedicated solely to our corrections clients, providing expertise and best practices from throughout the country to understand your needs. As you know, litigation includes complaints surrounding adequate nutrition for general, medical, and religious populations. Our credentialed individuals provide you the needed protections against these litigations.

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- **Rehabilitation and re-entry**

**We understand how critical a job is when re-entering to reduce recidivism.** Funding becomes tighter each year. Too often, cuts occur in the area that can best affect recidivism—job training. Aramark understands what it takes to be successful in a career in food service, so we created a program for our clients.



**IN2WORK can help build skills for a career in food service.** We used our extensive employee training experience to create a classroom and on-the-job training program. Graduates of all three levels can earn certificates of completion from Aramark and the National Restaurant Association. These certificates will help released offenders build a viable future.

- **Budget**

**Aramark purchasing power buys you brand name products for less.** Aramark's relationships with vendors, built on purchasing \$5 billion annually in food products, ensures you receive the highest-quality products at the lowest cost. Our more than 100 professionals in Aramark's supply chain management and registered dietitians work with vendors to innovate and create products specifically for corrections, for the best products and pricing.

**Aramark's correctional food experience keeps your costs down.** With more than 35 years of experience serving more than one million meals daily in correctional facilities, we know how to minimize waste, cut down on shrink, and serve quality meals that meet your nutritional requirements. This eliminates your time being spent on soliciting food quotes from vendors.

**Aramark has created a distribution system that minimizes shipping costs.** Your true food cost includes expenses from wildly fluctuating fuel prices to higher prices driven by product shortages. Additionally, increased transportation labor costs affect your final cost. Aramark created a distribution system that minimizes such impacts on your budget.

**Aramark created programs that can generate additional income for you.** We have created programs such as FreshFavorites, iCare, and TouchPay that manage offender behavior and make it easier for families to stay in touch with their loved ones while delivering income to help close the gaps in your budget.

# OPERATIONS PLAN

## BEYOND THE TRAY

Food service must be dependable...no matter what happens. Your operations can change quickly. A security emergency occurs. Equipment breaks down in the kitchen. Plumbing fails. A weather emergency occurs. A food product is recalled without warning. All of these situations and many others can interrupt the delivery of food service, yet security demands that food arrives as promised and on time. Course correction must occur when the unexpected happens.

### FOOD SERVICE IS TOO COMPLEX TO BE DESIGNED ONCE AND LEFT ALONE.

All five steps in Aramark's food service process are interrelated and self-adjusting.

Aramark Correctional Services designs, prepares, and serves food with an integrated approach we call Beyond the Tray. The process is predictable yet self-regulating, flexible, and constantly evolving. Beyond the Tray comprises five essential components:

1. Menu design
2. Food supply chain management
3. Production
4. Compliance
5. Feedback



### BEYOND THE TRAY STARTS WITH YOU.

Customized food service is built on a foundation of clearly understood needs, requirements, and goals. Our solutions are based on listening to you, so we understand your objectives, priorities, and budget. We gather information about your facility's demographics, physical plant, security philosophy, and medical and religious needs. Then we build a plan for you that yields results.

### THE GOAL IS SIMPLE—MEAL SATISFACTION.

The meal must be acceptable to you, the offenders, and any supervisory agency. When the meal is consumed, nutrition is delivered, and security is maintained at a cost you can afford.

## ARAMARK STANDARDS OF OPERATION

Aramark's Standards of Operation drive food and laundry service Aramark. Based on the standards issued by the American Correctional Association (ACA), OP-X serves three key roles:

- Customized quality assurance program
- Employee and offender training programs
- Documentation program to mitigate litigation concerns

The detailed protocol in the Standards of Operation includes forecasting, preparation, production, and portion control designed to deliver:

- Meal consistency
- Measurability
- Product, recipe, and menu integrity
- Food safety
- Clean, neat, and organized kitchens



## COMPLIANCE

### INSPECT WHAT YOU EXPECT

Systems and procedures are only as good as their compliance protocols. Aramark's OP-X process is based on ACA standards and ensures compliance at every meal, every day. Compliance reviews are completed by the front-line manager on a monthly basis to be used as a continuous self-evaluation of our performance.

The district manager verifies all standards are met on a quarterly basis. Detailed action plans are written for those areas that require improvements. High performance is encouraged, as our managers are evaluated based on OP-X criteria and rewarded for high achievement. This review process will be a basis for meetings with your administration.

Operations also are inspected by:

- Region Team members
- Nutrition and Operation Support Services (NOSS) dietitians
- Finance Team to ensure our financial commitments to you are met

These audits ensure that we deliver maximum productivity with minimal waste. We also collect all data from audits conducted by health inspectors and accreditation audits by the ACA and AJA.



## GLOBAL OPERATIONAL EXCELLENCE

Aramark has successfully managed the food service delivery for the Gila County Detention Centers since 2001, demonstrating our ability to use the production equipment effectively and efficiently with a commitment to excellence. If we are fortunate enough to retain the business as a result of the RFP process, we will continue our current procedures for food production and delivery, including the utilization of inmate labor to produce all meals provided to the inmate population.

All meals and food-related services for inmates will meet or exceed established ACA standards and the health codes of the state of Arizona. Aramark is able to achieve excellence in our operations through our detailed Standards of Operation.

For Aramark to accelerate growth and sustain success in a highly competitive marketplace, we need to be the most efficient operator and **create a great customer experience every day, everywhere**. In order to be consistently great, we need to equip our associates with common processes, training, tools and other enablers to create a repeatable business model across all sectors and lines of business.

In 2013, Aramark introduced the **EXCEL Model**, a catalyst for change across the organization to standardize and simplify how we operate. The **EXCEL Model** consists of standards for how we sell, serve, execute, operate, and market our company. In this model, operational excellence is designed, developed and led by the **Global Operational Excellence** team in collaboration with all sectors and lines of business.

The team's objective is to drive operational excellence within Aramark to reinvest for margin expansion and growth through **Food and Labor Productivity**. The team has created a set of frameworks for food and labor management along with standards, processes, tools, and technologies that enable our operators to drive productivity, efficiency, quality, and food safety in a more consistent and repeatable manner.

The **Food Management Process** consists of five modules, the 5P's: Plan, Product, Production, Portion, and Post Analysis. A series of standard activities is defined within each module with the entire closed-loop process consisting of 21 standards. This initial focus is on implementation of 8 of the 21 standards that provide a strong foundation of process discipline. It has an immediate material impact on improving food quality and food contribution margin.

Food Framework			
Master the Menu	Perfect Purchasing	Power Up Production	Wipe Out Waste
<ul style="list-style-type: none"> <li>• Standardized:               <ul style="list-style-type: none"> <li>- Menus</li> <li>- Recipes</li> <li>- Ingredients</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Compliance to               <ul style="list-style-type: none"> <li>- Vendors</li> <li>- Distributors</li> <li>- SKUs</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Food Mgmt. Process:               <ul style="list-style-type: none"> <li>- Plan</li> <li>- Product</li> <li>- Production</li> <li>- Portioning</li> <li>- Post Analysis</li> </ul> </li> <li>• Technology enabler:               <ul style="list-style-type: none"> <li>PRIMA Web</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Track</li> <li>• Record</li> <li>• Reduce</li> </ul>

The **Labor Management Process** consists of four modules: Forecast, Schedule, Manage, and Improve. A series of standard activities is defined within each module with the entire closed loop process consisting of 8 standards. This initial focus is on implementation of 7 of the 8 standards that provide a strong foundation of process discipline and have an immediate material impact on improving labor contribution margin.

Labor Framework			
Smart Scheduling	Wages that Work	Handle on Headcount	Tackle Turnover
<ul style="list-style-type: none"> <li>• Labor Mgmt. Process:               <ul style="list-style-type: none"> <li>- Forecast</li> <li>- Schedule</li> <li>- Manage</li> <li>- Improve</li> </ul> </li> <li>• Technology enablers:               <ul style="list-style-type: none"> <li>Kronos, ABI &amp; AccuVantage</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Compliance to Wages Tables</li> <li>• Manage Merit Increases</li> </ul>	<ul style="list-style-type: none"> <li>• Sharpen FTEs Requirements               <ul style="list-style-type: none"> <li>- Players</li> <li>- Positions</li> <li>- Times</li> </ul> </li> <li>• Set clear sales per FTE targets</li> </ul>	

## Production Protocol: Five P's

The Five P's ensure consistent meal quality. They outline the steps for proper completion of a meal, beginning with forecasting for the expected number of people to post-meal analysis. The goal is to serve consistently safe, quality, good-tasting meals that are delivered as scheduled while still controlling costs.

### The Five P's include:

1. **Population**—Production need is accurately projected for all types of meals provided.
2. **Pulls**—Assembling of all items occurs three days prior to the service date to ensure that substitutions are minimized, and recipe quantities and processes are followed.
3. **Production**—Approved recipes, as specified by the approved menu, are used with appropriate Hazard Analysis Critical Control Point (HACCP) controls and proper yields.
4. **Portioning**—Accuracy of service is confirmed, with additional HACCP controls and documentation.
5. **Post Analysis**—Final documentation reviews ensure accuracy. This stage also includes the HACCP control review and improvement planning for future meals.



### Portioning is a core discipline.

Proper portioning is necessary to make the menu work as planned.

- **Nutrition is delivered as planned.** All nutritional guidelines require accurate portioning to deliver appropriate calories and other nutritional benefits.
- **Security is maintained.** Uneven portions can cause unrest within the offender population.
- **Costs are controlled.** A significant contributor to excess food costs is uneven portion control. Our portioning disciplines ensure your costs will be managed as planned.

### Meal timing that works with your schedule

We comply with ACA guidelines, which recommend that no more than 14 hours elapse between the service of supper and breakfast. To comply with these standards, our front-line manager will collaborate with your staff to determine serving hours that satisfy Gila County Detention Center and recommended standards. A policy for the feeding of late and early book-ins will also be established. Based on our existing operations, Aramark Correctional Services can offer suggested serving times; however, we remain flexible to prioritize Gila County Detention Center's preferences.

## MENU DESIGN

**ARAMARK MAINTAINS A STAFF OF FULL-TIME REGISTERED DIETITIANS.** We know that access to a registered dietitian is critical at any time, so these team members work **beside us daily**. Emergencies must be addressed now—not when a dietitian consultant can get around to them.

### **OUR DIETITIANS USE THEIR CORRECTIONS EXPERIENCE TO BUILD YOUR MENU.**

**Drawing on more than 35 years of corrections experience, our dietitians review your:**

- Operational standards
- Kitchen capabilities
- Tray capacity

With this analysis in place, our dietitians develop product specifications, menu selection, and recipes.

#### **Menu design is based on:**

- Your wants and needs
- Budget parameters
- Current Dietary Reference Intakes (DRIs)
- Nutritional standards
  - Federal, state, and local
  - American Correctional Association (ACA)
  - National Commission on Correctional Health Care (NCCHC)



Additionally, the dietitian team members coordinate our food production system and quality assurance program compliance with ACA standards.

### Other planning considerations for your facility include:

- Offender preferences, as determined by:
  - Surveys
  - Monitoring of tray waste
  - Direct offender feedback
- Facility survey observations
- Items best suited to facility kitchen storage areas, equipment, and service areas
- Each meal's appearance on the service tray
- Consistency of quantity of food for each meal

### OFFENDER ACCEPTABILITY IS IMPORTANT.

We have used taste-tested, offender-acceptable products and recipes to develop your menu. The Aramark dietitian, front-line manager, and district manager consistently review offender acceptability. Menu changes may be necessary from time to time.

- **Recommendations will be discussed with you.** We require facility approval before any changes are made. This partnership requires your guidance to meet our goals.
- **Administration menu change requests** can be made at any time throughout the contract period.
- **Some change requests may require price adjustments** unless food of equal value is exchanged.

**The appearance of the meal is critical.** We understand the psychological aspects of tray presentation. A skillful presentation increases interest in the food. Our menus combine items that add color variation and are arranged attractively on the tray.

### MEDICAL AND RELIGIOUS DIETS

Unique diets must be integrated into the program with cooperative efforts by the food staff, medical staff, and administration. Aramark Correctional Services' Diet Program has been developed to meet the unique needs of corrections facilities.



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## MEDICAL DIETS

**Balancing medical needs and cost is important** to meet your goals and still deliver the healthcare required for your population. Immediate availability of our dietitian team allows timely relay of special instructions for consultations with medical staff. Our medical menu design includes:

- **Our medical diet manual** is a written diet procedure established with your Medical Department and administration and documented for compliance.
- **Detailed diet meal plans** developed by registered dietitians are documented and maintained in the medical diet manual.
- **Appropriate administration authorization** is required for all medical diets to protect you from excessive cost and unnecessary diet assignments.
- **Our record-keeping and documentation system** helps protect you from litigation.
- **A labeling system** ensures the correct diet is distributed to the correct offender.
- **Medical diet nourishments** include night nourishments for diabetics, pregnant offenders, and other offenders with special needs—all included in planning and execution.
- **Isolation trays** are included, as required and authorized.
- **Diet pickup records** are available for review.

## RELIGIOUS ORDER DIETS

**Aramark provides religious diets** based on contract specifications and policies of the facility. These include:

- Lacto-ovo vegetarian
- Vegan (total vegetarian, excluding milk and eggs)
- Pork-free diets
- Other religious meals, such as prepackaged meals, provided at mutually agreed-on pricing

**To maintain control and compliance, religious diet orders should only be authorized by:**

- Administration staff
- Classification officer
- Chaplain

**Due to significant expense and security risks, religious diets should not be ordered for personal food preferences.** To maintain control, we recommend the following protocol:

- Proper verification will ensure the offender is practicing dietary laws for established religious purposes.
- Medical staff cannot order religious diets.
- Offenders are not permitted to alternate between religious diets and standard diets.
- Religious transmittal diet orders are issued on completed forms to food service, classification, and, if appropriate, correctional officers in housing areas. This information includes:
  - Correct diet terminology
  - Date of transmittal
  - Authorization signature
  - Housing area
  - Offender name and classification number, unless a no-name system is used

## **PRIMA IS THE CENTRAL COMMUNICATION SYSTEM FOR BEYOND THE TRAY.**

**All five steps must be communicated quickly and accurately.** Aramark's proprietary software program, PRIMA, is the communication platform that provides front-line managers with a single system for all elements of food production, including:

- Menu planning
- Nutrition management
- Purchasing
- Time-saving handheld inventory PDA
- Instantaneous inventory costs
- Accounts payable
- Production planning
- Standardized recipes
- Post-production reporting and analysis



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**Benefits to you include:**

- Production consistency
- Nutritional conformity
- Cost control and waste reduction
- More focus on customer satisfaction
- Accurate inventory control
- Quality and consistency of meals prepared

**PRIMA is a Windows-based application that operates fully with other Aramark systems.** PRIMA allows each facility's customized menu, as planned by the team of dietitians, to be downloaded through the PRIMA system. This automated time-saving process ensures menus are accurately input to eliminate any discrepancies regarding items or portions to be served for managing unique offender dietary needs.

## DOCUMENTED MENU SUBSTITUTIONS

The written menu is the served menu, but emergencies happen. Aramark operates under strict policies on menu substitutions if unusual circumstances occur, such as:

- Product recall
- Late delivery
- Vendor outages
- Equipment failure
- Weather emergencies

One-time changes may be made by the front-line manager following the *Aramark Correctional Services' Substitution Guide* and requirements set forth in the facility specifications. The guide ensures food items of similar nutritional quality are selected to replace written menu items.

The food service director is required to document menu substitutions and the reason for the change. Any diet substitution is recorded on the dated diet menu for the meal following Aramark Correctional Services' substitution guideline and the modification restrictions in the diet handbook. A written notification will be provided for the contract liaison.

## HACCP

Aramark Correctional Services follows HACCP requirements, a food safety program designed to reduce, prevent, and eliminate food hazards. This program ensures that food is handled safely at each step of the purchasing, storage, preparation, and service process. Many state health departments increasingly mandate use of this food safety system.

HACCP training program includes:

- Hygiene
- Food temperature monitoring
- Proper food-safe materials for packaging and preparation
- Employee and offenders who are trained in specific food safety practices

## MENU RECOMMENDATIONS

### Your menu needs include:

- 2 hot meals and 1 cold meal
- Meet all purchasing requirements
- 2,900 calories for adults and 3,500 calories for juveniles
- Other requirements listed in bid specs

### Menu features:

- Variety of entrées, such as chicken patties, meatloaf, spaghetti, and tacos
- Variety of side dishes, such as mashed potatoes, rice, pasta, and beans
- Variety of vegetables, such as carrots, green beans, and mixed vegetables
- Variety of desserts, such as cake, cookies, brownies, and fruit

Sample of a typical tray from this menu

Spaghetti with Meat Sauce	10 oz.
Salad with Dressing	1/2 c.
Mixed Vegetables	1/2 c.
Bread	2 slices
Margarine	1/3 oz.
Sprinkled Brownie	1
Fruit Drink, Bulk	8 oz.
Milk for Juveniles	8 oz.



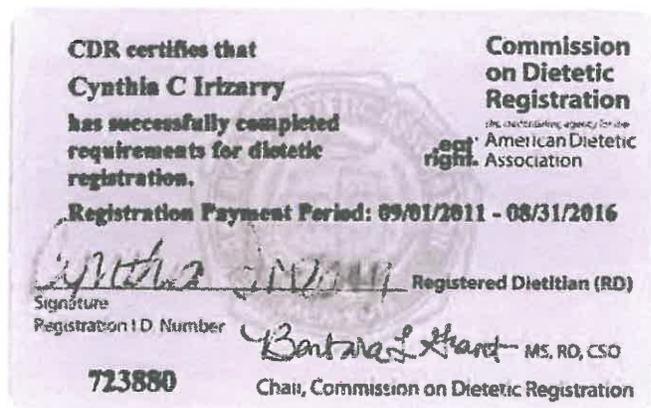
# PROPOSED ADULT MENUS

## NUTRITION STATEMENT

Proposed menus meet the guidelines of the American Correctional Association, which are based on the current Dietary Reference Intakes for males and females 19 to 50 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. A weekly average of 2,900 calories per day is offered. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

*C. Irizarry*  
 Irizarry, MS, RD, LDN #723880

**Aramark Correctional Services, LLC  
 Dietitian Official Stamp**



**GILA COUNTY JAIL**  
**ADULT**  
 Weekly Average 2900 Calories Per Day



**Week: 1**

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>Meal Name: Breakfast</b>						
Applesauce Sweetened Cinnamon Oatmeal 1/2 cup 1 1/2 cup	Corn Grits Creamy Country Gravy (1 oz*) 1 1/2 cup 6 ozw	Applesauce Sweetened Fanna 1/2 cup 1 1/2 cup	Sweetened Cinnamon Oatmeal Scrambled Eggs w/ Onions & Peppers 1 1/2 cup 2 ozw	Applesauce Sweetened Fanna 1/2 cup 1 1/2 cup	Cheesy Corn Grits LF Creamy Country Gravy (1 oz*) 1 1/2 cup 6 ozw	Sweetened Cinnamon Oatmeal Scrambled Eggs 1 1/2 cup 2 ozw
Breakfast Sausage Waffles Syrup 2% Milk (Half Pint) 1 ozw 2 each 2 fl oz 1 each	Bakery Biscuit (1.54 2@) Cottage Fries 2% Milk (Half Pint) 1/27 cut 1 cup 1 each	Breakfast Sausage Waffles Syrup 2% Milk (Half Pint) 1 ozw 2 each 2 fl oz 1 each	Salsa Corn Tortilla 6" Hash Brown Potatoes 2% Milk (Half Pint) 2 fl oz 1 each	Breakfast Sausage Waffles Syrup 2% Milk (Half Pint) 1 ozw 2 each 2 fl oz 1 each	Bakery Biscuit (1.54 2@) Lyonnaise Potatoes 2% Milk (Half Pint) 1/27 cut 1 cup 1 each	Blueberry Muffins (1.54 2@) Hash Brown Potatoes Apple Jelly 2% Milk (Half Pint) 1/27 cut 1 cup 2 packet 1 each
<b>Meal Name: Lunch</b>						
Chateaubried Pattie Cheese Shredded Lettuce & Onions Ketchup & Mustard Packets Enriched Bread Macaroni Salad Fresh Baked Lemon Cookie Fruit Drink w/ Vitamins B12, C, D, E & Calcium 3 ozw 1/2 ozw 1/2 cup 1 each 2 slices 1 cup 1 each 1 cup	Cheesy Macaroni w/ T. Ham (2 oz diced L.ham) Carrots Garden Salad Italian Dressing LF Southern Cornbread Fresh Baked Sugar Cookie (1.54 oz) Fruit Drink w/ Vitamins B12, C, D, E & Calcium 12 ozw 1/2 cup 1/2 cup 1/2 fl oz 1/54 cut 1 each 1 cup	T. Hot Dogs (1.5 oz each) Ketchup & Mustard Packets Enriched Bread Oven Stripped Potatoes Baked Beans Lemon Squares Fruit Drink w/ Vitamins B12, C, D, E & Calcium 2 each 1 each 2 slice 1 cup 3/4 cup 1/54 cut 1 cup	Chili con Carne w/ Beans (8 oz*) Spanish Rice Coleslaw Vinaigrette Southern Cornbread Fudge Brownie Fruit Drink w/ Vitamins B12, C, D, E & Calcium 12 ozw 1 cup 1/2 cup 1/54 cut 1/54 cut 1 cup	Crispy Chicken Pattie (3 oz each) BBQ Sauce Carrots Ranch Pinto Beans Fresh Baked Ham Iced Lemon Cake Fruit Drink w/ Vitamins B12, C, D, E & Calcium 3 ozw 1 fl oz 1/2 cup 1 cup 2 ozw 1/54 cut 1 cup	T. Salami Cheese Enriched Bread Mustard Potato Chips (1 oz bag) Carrot Salad Fresh Baked Sugar Cookie (1.54 oz) Fruit Drink w/ Vitamins B12, C, D, E & Calcium 2 ozw 1/2 ozw 2 slice 1 packet 1 bag 1/2 cup 1 each 1 cup	Southwest Surtic Filling (2 oz*) Rice Shredded Lettuce & Onions Enchilada Sauce Flour Tortilla (6") Frosted Pink Cake Fruit Drink w/ Vitamins B12, C, D, E & Calcium 6 ozw 1 cup 1/2 cup 2 fl oz 2 each 1/54 cut 1 cup
<b>Meal Name: Dinner</b>						
Roast Turkey Bread Dressing Gravy Green Beans Fruity Oatmeal Bar Sweetened Tea 3 ozw 1 cup 3 fl oz 1/2 cup 1/54 cut 1 cup	Crispy Chicken Pattie (3 oz each) Shredded Cheese Italian Tomato Sauce Spaghetti Peas Garden Salad Fudge Brownie Sweetened Tea 3 ozw 1/2 ozw 4 fl oz 1 cup 1/2 cup 1/2 cup 2 ozw 1/54 cut 1 cup	Asian Fried Rice (2 oz*) Garden Salad French Dressing LF Peas & Carrots Enriched Bread Fresh Baked Oatmeal Cookie (1.54 oz) Sweetened Tea 12 ozw 1/2 cup 1/2 fl oz 1/2 cup 2 slice 1 each 1 cup	Baked Meatloaf Gravy Mashed Potatoes Green Beans Bakery Biscuit Iced White Cake Sweetened Tea 3 ozw 5 fl oz 1 cup 1/2 cup 1/54 cut 1/54 cut 1 cup	Home-style Scalloped Potatoes w/ T. Ham (2 oz diced L.ham) Fresh Baked Vegetables Garden Salad Italian Dressing LF Southern Cornbread Snickerdoodle Cookie Sweetened Tea 12 ozw 1/2 cup 1/2 cup 1/2 fl oz 1/54 cut 1 1/2 ozw 1 cup	Savory Rice & Peppers (2 oz*) Garden Salad French Dressing LF Enriched Bread Peanut Butter Brownie Sweetened Tea 1/2 ozw 1/2 cup 1/2 fl oz 2 slice 1/54 cut 1 cup	Turkey Alfredo (2 oz diced turkey) Peas & Carrots Garden Salad Italian Dressing LF Southern Cornbread Fresh Baked Oatmeal Cookie (1.54 oz) Sweetened Tea 12 ozw 1/2 cup 1/2 cup 1/2 fl oz 1/2 fl oz 1/54 cut 1 each 1 cup

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.  
 \*This item made with mechanically separated poultry used in accordance with USDA standards.

Proposed 5/15

**GILA COUNTY JAIL  
ADULT**

Weekly Average 2900 Calories Per Day



**Week: 2**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Meal Name: Breakfast</b>						
Applesauce 1/2 cup	Corn Grits 1 1/2 cup	Sweetened Cinnamon Oatmeal 1 1/2 cup	Applesauce 1/2 cup	Sweetened Cinnamon Oatmeal 1 1/2 cup	Cheesy Corn Grits LF 1 1/2 cup	Sweetened Farina 1 1/2 cup
Sweetened Farina 1 1/2 cup	Creamy Country Gravy (1 oz*) 6 ozw	Scrambled Eggs 2 ozw	Sweetened Farina 1 1/2 cup	Scrambled Eggs w/ Onions & Peppers 2 ozw	Creamy Country Gravy (1 oz*) 6 ozw	Scrambled Eggs 2 ozw
Breakfast Sausage 1 ozw	Bakery Biscuit (1.54 2@) 1:27 cut	Blueberry Muffins (1.54 2@) 1:27 cut	Breakfast Sausage 1 ozw	Salsa 2 fl oz	Bakery Biscuit (1.54 2@) 1:27 cut	Cottage Fries 1 cup
Waffles 2 each	Lyonnais Potatoes 1 cup	Cottage Fries 1 cup	Waffles 2 each	Corn Tortilla 6" 2 each	Hash Brown Potatoes 1 cup	Bakery Biscuit (1.54 2@) 1:27 cut
Syrup 2 fl oz	2% Milk (Half Pint) 1 each	Apple Jelly 1 packet	Syrup 2 fl oz	Cottage Fries 1 cup	2% Milk (Half Pint) 1 each	Apple Jelly 1 packet
2% Milk (Half Pint) 1 each		2% Milk (Half Pint) 1 each	2% Milk (Half Pint) 1 each	2% Milk (Half Pint) 1 each		2% Milk (Half Pint) 1 each
<b>Meal Name: Lunch</b>						
Texan Tamale Pie w/ Cornbread Topping (2 oz*) 12 ozw	T. Franks & Baked Beans (2 oz franks) 12 ozw	Tex-Mex Taco Filling (2 oz*) 2 ozw	1/2 Bologna 2 ozw	Sloppy Joe (2 oz*) 3 ozw	Cheesy Broccoli Rice Casserole (2 oz*) 12 ozw	Turkey 3 ozw
Mexican Pinto Beans 1 cup	Creamy Coleslaw 1/2 cup	Shredded Lettuce 1/2 cup	Cheese 1/2 ozw	Enriched Bread 2 slices	Green Beans 1/2 cup	Mustard 1 packet
Garden Salad 1/2 cup	Carrots 1/2 cup	Salsa 2 fl oz	Shredded Lettuce & Onions 1/2 cup	Oven Stripped Potatoes 1 cup	Garden Salad 1/2 cup	Enriched Bread 2 slices
Fresh Dressing LF 1/2 fl oz	Southern Cornbread 1:54 cut	Corn Tortilla 6" 2 each	Pickle Slices 1 slice	Garden Salad 1/2 cup	French Dressing LF 1/2 fl oz	Oven Stripped Potatoes 1 cup
Iced White Cake 1:54 cut	Fruity Oatmeal Bar 1:54 cut	Pinto Beans 3/4 cup	Mustard 1 packet	Italian Dressing LF 1/2 fl oz	Southern Cornbread 1:54 cut	Creamy Coleslaw 1/2 cup
Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Spanish Rice 1 cup	Enriched Bread 2 slices	Frosted Pink Cake 1:54 cut	Applesauce 1/2 cup	Chocolate Brownie w/ Powdered Sugar Topping 1:54 cut
		Fudge Brownie 1:54 cut	Macaroni Salad 1 cup	Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup
		Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Snickerdoodle Cookie 1 1/2 ozw			
			Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup			
<b>Meal Name: Dinner</b>						
Chili Mac (2 oz*) 1/2 ozw	Farmhouse Stew (2 oz*) 12 ozw	Mozzarella (1/2 oz each) 6 each	Crunchy Country Potatoes 3 ozw	Oven Fried Breaded Fish Fillets 3 ozw	Salisbury Steak 3 ozw	Polynesian Sauce (2 oz*) 10 ozw
Green Beans 1/2 cup	Rice 1 cup	Gravy 3 fl oz	Cajun Potatoes 1 cup	Tartar Sauce 1 fl oz	Gravy 3 fl oz	zinn Blend Vegetables 1/2 cup
Garden Salad 1/2 cup	Vinaigrette Coleslaw 1/2 cup	Rotini 1 cup	Gravy 3 fl oz	Rice C/Bread 1 cup	Paprika Potatoes 1 cup	Garden Salad 1/2 cup
Italian Dressing LF 1/2 fl oz	Bakery Biscuit 1:27 cut	Carrots 1/2 cup	Peas & Carrots 1/2 cup	Vinaigrette Coleslaw 1/2 cup	Carrots 1/2 cup	Italian Dressing LF 1/2 fl oz
Fresh Baked Roll 2 ozw	Fresh Lemon Cake 1:54 cut	Garden Salad 1/2 cup	Bakery Biscuit 1:27 cut	Southern Cornbread 1:54 cut	Fresh Baked Roll 2 ozw	Bakery Biscuit 1:27 cut
Fresh Baked Sugar Cookie (1.5 oz) 1 each	Sweetened Tea 1 cup	Italian Dressing LF 1/2 fl oz	Iced White Cake 1:54 cut	Fresh Baked Lemon Cookie 1 each	Iced White Cake 1:54 cut	Fresh Baked Sugar Cookie (1.5 oz) 1 each
Sweetened Tea 1 cup		Bakery Biscuit 1:27 cut	Sweetened Tea 1 cup			
		Fresh Baked Oatmeal Cookies (1.5 oz) 1 each				
		Sweetened Tea 1 cup				

All entree portions purchased fully cooked, with manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Limitation cheese with calcium is used.  
\*This item made with mechanically separated poultry used in accordance with USDA standards.

## GILA COUNTY JAIL ADULT

Weekly Average 2900 Calories Per Day



**Week: 3**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Meal Name: Breakfast</b>							
Applesauce	1/2 cup	Sweetened Fatina	Cheesy Corn Grits LF	Sweetened Cinnamon Oatmeal	Corn Grits	Applesauce	Sweetened Cinnamon Oatmeal
Sweetened Cinnamon Oatmeal	1 1/2 cup	Scrambled Eggs w/ T. Ham	Creamy Country Gravy (1 oz*)	Scrambled Eggs w/ Onions & Peppers	Creamy Country Gravy (1 oz*)	Sweetened Fatina	Scrambled Eggs
Breakfast Sausage	1 ozw	Salsa	Bakery Biscuit (1:54 2@)	Salsa	Bakery Biscuit (1:54 2@)	Breakfast Sausage	Blueberry Muffins (1:54 2@)
Waffles	2 each	Corn Tortilla 6"	Lyonnais Potatoes	Corn Tortilla 6"	Hash Brown Potatoes	Waffles	Cottage Fries
Syrup	2 fl oz	Cottage Fries	2% Milk (Half Pint)	Cottage Fries	2% Milk (Half Pint)	Syrup	Apple Jelly
2% Milk (Half Pint)	1 each	2% Milk (Half Pint)		2% Milk (Half Pint)		2% Milk (Half Pint)	2% Milk (Half Pint)
<b>Meal Name: Lunch</b>							
T. Hot Dogs (1.5 oz each)	2 each	T. Ham Salad (2 oz diced ham)	Tangy BBQ Turkey (2 oz sliced turkey)	T. Hot Dogs (1.5 oz each)	T. Sausage	Charbroiled Pate	Mac & Cheese Casserole (2 oz*)
Mustard	2 packet	Cheese	Fresh Baked Roll	Coney Sauce	Mustard	Cheese	Garden Salad
Enriched Bread	2 slice	Mustard	Macaroni Salad	Mustard	Enriched Bread	Shredded Lettuce & Onions	French Dressing LF
BBQ Pinto Beans	1 cup	Shredded Lettuce & Onions	Potato Chips (1 oz bag)	Enriched Bread	BBQ Pinto Beans	Tomato Slice	Kettle Brand Mixed Vegetables
Vinaigrette Coleslaw	1/2 cup	Pickles Slice	Snickerdoodle Cookie	Vinaigrette Coleslaw	Creamy Coleslaw	Pickles Slice	Fresh Baked Roll
Food White Cass	1/54 cut	Enriched Bread	Fruit Drink w/ Vitamins B12, C, D, E & Calcium	Irish Blend Vegetables	Frosted Pink Cake	Ketchup & Mustard Packets	Snickerdoodle Cookie
Fruit Drink w/ Vitamins B12, C, D, E & Calcium	1 cup	Vinaigrette Coleslaw		Applesauce	Fruit Drink w/ Vitamins B12, C, D, E & Calcium	Enriched Bread	Fruit Drink w/ Vitamins B12, C, D, E & Calcium
		Fresh Baked Sugar Cookie (1.5 oz)		Fruit Drink w/ Vitamins B12, C, D, E & Calcium		Oven Stripped Potatoes	
		Fruit Drink w/ Vitamins B12, C, D, E & Calcium				Food Lemon Cake	
						Fruit Drink w/ Vitamins B12, C, D, E & Calcium	
<b>Meal Name: Dinner</b>							
Crispy Chicken Patties (3 oz each)	3 ozw	Cheesy Frito Pie (2 oz*) 5 oz cheese	Tex-Mex Taco Filling (2 oz*)	Chili con Carne w/ Beans (2 oz*)	Rotini & Italian Sauce (2 oz*)	Crunchy Country Pattie	Crispy Chicken Patties (3 oz each)
Mashed Potatoes	1 cup	Shredded Lettuce	Rice	Rice	Carrots	Gravy	Cheese Sauce
Gravy	3 fl oz	Rice	Cheese Sauce	Garden Salad	Garden Salad	Mashed Potatoes	Cajun Potatoes
Carrots	1/2 cup	Salsa	Shredded Lettuce	Italian Dressing LF	Italian Dressing LF	Green Beans	Carrots
Enriched Bread	2 slice	Fruity Oatmeal Bar	Corn Tortilla 6"	Southern Cornbread	Bakery Biscuit	Garden Salad	Garden Salad
Fresh Baked Oatmeal Cookie (1.5 oz)	1 each	Sweetened Tea	Corn	Fresh Baked Lemon Cookie	Fresh Baked Oatmeal Cookie (1.5 oz)	French Dressing LF	Italian Dressing LF
Sweetened Tea	1 cup		Fudge Brownie	Sweetened Tea	Sweetened Tea	Bakery Biscuit	Southern Cornbread
			Sweetened Tea			Fresh Baked Sugar Cookie (1.5 oz)	Peanut Butter Brownie
						Sweetened Tea	Sweetened Tea

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\*This item made with mechanically separated poultry used in accordance with USDA standards.

**GILA COUNTY JAIL  
ADULT**  
Weekly Average 2900 Calories Per Day



**Week: 4**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Meal Name: Breakfast</b>						
Corn Grits 1 1/2 cup Creamy Country Gravy (1 oz*) 8 ozw	Sweetened Cinnamon Oatmeal 1 1/2 cup Scrambled Eggs w/ T. Ham 2 ozw	Applesauce 1/2 cup Sweetened Flanna 1 1/2 cup	Sweetened Cinnamon Oatmeal 1 1/2 cup Scrambled Eggs w/ Onions & Peppers 2 ozw	Applesauce 1/2 cup Sweetened Flanna 1 1/2 cup	Sweetened Cinnamon Oatmeal 1 1/2 cup Scrambled Eggs w/ T. Ham 2 ozw	Cheesy Corn Grits LF 1 1/2 cup Creamy Country Gravy (1 oz*) 6 ozw
Bakery Biscuit (1/54 2@) 1/27 cut Lyonnaisé Potatoes 1 cup 2% Milk (Half Pint) 1 each	Salsa 2 fl oz Cottage Fries 2 fl oz Corn Tortilla 6" 1 cup 2% Milk (Half Pint) 2 each 2% Milk (Half Pint) 1 each	Breakfast Sausage 1 ozw Waffles 2 each Syrup 2 fl oz Corn Tortilla 6" 1 cup 2% Milk (Half Pint) 2 each 2% Milk (Half Pint) 1 each	Salsa 2 fl oz Cottage Fries 2 fl oz Corn Tortilla 6" 1 cup 2% Milk (Half Pint) 2 each 2% Milk (Half Pint) 1 each	Waffles 2 each Syrup 2 fl oz Cottage Fries 1 cup 2% Milk (Half Pint) 1 each	Salsa 2 fl oz Lyonnaisé Potatoes 1 cup Corn Tortilla 6" 2 each 2% Milk (Half Pint) 1 each	Bakery Biscuit (1/54 2@) 1/27 cut Cottage Fries 1 cup 2% Milk (Half Pint) 1 each
<b>Meal Name: Lunch</b>						
Tex-Mex Taco Filling (2 oz*) 9 ozw Salsa 2 fl oz Shredded Cheese 1/2 ozw Shredded Lettuce & Onions 1/2 cup Corn Tortilla 6" 2 each Spanish Rice 1 cup Corn 1/2 cup Fresh Baked Oatmeal Cookie (1.5 oz) 1 each Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	T. Ham 2 ozw Scalloped Potatoes 1 cup Carrots 1/2 cup Fresh Baked Roll 2 ozw Peanut Butter Brownie 1/54 cut Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Turkey 2 ozw Cheese 1/2 ozw Enriched Bread 2 slice Mustard 1 packet Potato Chips (1 oz bag) 1 bag Pasta Salad 1 cup Fruity Oatmeal Bar 1/54 cut Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Sloppy Joe (2 oz*) 3 ozw Enriched Bread 2 slice Oven Stripped Potatoes 1 cup Ketchup 1 packet Canned Beans 1/2 cup Frosted Brownie 1/54 cut Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Smoked T. Sausage (3 oz each) 1 each Mustard 1 packet Enriched Bread 1 slice Rice 1 cup Baked Beans 1 cup Frosted Pink Cake 1/54 cut Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	Meatballs (1/2 oz each) 6 each Shredded Cheese 1/2 ozw Rofini 1 cup Italian Tomato Sauce 4 fl oz Creamy Coleslaw 1/2 cup Garlic Fini 2 ozw Applesauce 1/2 cup Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup	T. Bologna 3 ozw Mustard 1 packet Enriched Bread 2 slice Oven Stripped Potatoes 1 cup Shredded Lettuce & Onions 1/2 cup Fresh Baked Oatmeal Cookie (1.5 oz) 1 each Fruit Drink w/ Vitamins B12, C, D, E & Calcium 1 cup
<b>Meal Name: Dinner</b>						
Roitini & Italian Sauce (2 oz*) 1/2 ozw Green Beans 1/2 cup Garden Salad 1/2 cup Italian Dressing LF 1/2 fl oz Garlic Roll 2 ozw Iced White Cake 1/54 cut Sweetened Tea 1 cup	American Goulash (2 oz*) 1/2 ozw Peas 1/2 cup Garden Salad 1/2 cup Italian Dressing LF 1/2 fl oz Southern Cornbread 1/54 cut Fresh Baked Sugar Cookies (1.5 oz) 1 each Sweetened Tea 1 cup	T. Ham & Pinto Beans (2 oz dried ham) 1/2 ozw Rice 1 cup Garden Salad 1/2 cup French Dressing LF 1/2 fl oz Southern Cornbread 1/54 cut Iced Lemon Cake 1/54 cut Sweetened Tea 1 cup	Crunchy Country Pasta 3 ozw BBQ Sauce 1 fl oz AuGratin Potatoes 1 cup Kettle Blend Mixed Vegetables 1/2 cup Enriched Bread 2 slice Snickerdoodle Cookie 1 1/2 ozw Sweetened Tea 1 cup	Oven Fried Breaded Fish Pattie 3 ozw Tartar Sauce 1 fl oz French Fries 1 cup Peas & Carrots 1/2 cup Bakery Biscuit 1/54 cut Fresh Baked Lemon Cookie 1 each Sweetened Tea 1 cup	Farmhouse Stew (2 oz*) 1/2 ozw Rice 1 cup Garden Salad 1/2 cup French Dressing LF 1/2 fl oz Green Beans 1/2 cup Southern Cornbread 1/54 cut Iced White Cake 1/54 cut Sweetened Tea 1 cup	Lasagna (2 oz*/1/2 oz cheese) 1/2 ozw Green Beans 1/2 cup Garden Salad 1/2 cup Italian Dressing LF 1/2 fl oz Garlic Roll 2 ozw Fudge Brownie 1/54 cut Sweetened Tea 1 cup

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\*This item made with mechanically separated poultry used in accordance with USDA standards.

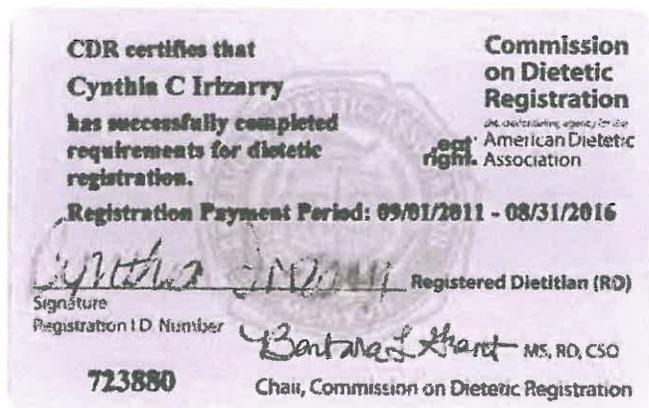
# PROPOSED JUVENILE MENUS

## NUTRITION STATEMENT

Proposed menus meet the guidelines of the American Correctional Association, which are based on the current Dietary Reference Intakes for juvenile males and females 13 to 19 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. A weekly average of 3,500 calories per day is offered. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

C. Irizarry  
 Irizarry, MS, RD, LDN #723880

**Aramark Correctional Services, LLC  
 Dietitian Official Stamp**



**GILA COUNTY JUVENILE  
ARIZONA**  
Weekly Average 3500 Calories Per Day



**Week: 1**

Meal Name: Breakfast	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	Fruit (1@ or 1/2 cup)	Fruit (1@ or 1/2 cup)	Fruit (1@ or 1/2 cup)	Fruit (1@ or 1/2 cup)	Fruit (1@ or 1/2 cup)
Sweetened Cinnamon Oatmeal	1 1/2 cup	Corn Grits	Sweetened Flax	Sweetened Cinnamon Oatmeal	Sweetened Flax	Cheesy Corn Grits LF	Sweetened Cinnamon Oatmeal
Breakfast Sausage	1 ozw	Creamy Country Gravy (1 oz*)	Breakfast Sausage	Scrambled Eggs w/ Onions & Peppers	Breakfast Sausage	Creamy Country Gravy (1 oz*)	Scrambled Eggs
Waffles	2 each	Bakery Biscuit (1/54 2@)	Waffles	Salsa	Waffles	Bakery Biscuit (1/54 2@)	Blueberry Muffins (1/54 2@)
Syrup	2 fl oz	Cottage Fries	Syrup	Corn Tortilla E*	Syrup	Lynonnaise Potatoes	Hash Brown Potatoes
Cottage Fries	1 cup	2% Milk (Half Pint)	Lynonnaise Potatoes	Hash Brown Potatoes	Cottage Fries	2% Milk (Half Pint)	Apple Jolly
2% Milk (Half Pint)	1 each		2% Milk (Half Pint)	2% Milk (Half Pint)	2% Milk (Half Pint)		2% Milk (Half Pint)
<b>Meal Name: Lunch</b>							
T. Ham Salad (3 oz T.Ham)	4 ozw	T. Ham	Peanut Butter	T. Salami	T. Ham	Turkey Salad (3 oz diced turkey)	T. Bologna
Mustard	2 packet	T. Bologna	Grape Jelly	Cheese	T. Bologna	Mustard	T. Ham
Peanut Butter	2 tablespoon	Mustard	Enriched Bread	Mustard	Mustard	Peanut Butter	Mustard
Apple Jelly	2 packet	Enriched Bread	Celery Sticks	Enriched Bread	Enriched Bread	Apple Jelly	Enriched Bread
Enriched Bread	2 packet	Carrot Sticks or Coins	Fresh Seasonal Fruit	Carrot Sticks or Coins	Fresh Vegetables	Enriched Bread	Fresh Vegetables
Celery Sticks	4 slice	Fresh Seasonal Fruit	Potato Chips (1 oz bag)	Fresh Seasonal Fruit	Fresh Seasonal Fruit	Celery Sticks	Fresh Seasonal Fruit
Fresh Seasonal Fruit	4 ozw	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies	Fresh Seasonal Fruit	Sandwich Cookies
Sandwich Cookies	2 each	2% Milk (Half Pint)	2% Milk (Half Pint)	2% Milk (Half Pint)	2% Milk (Half Pint)	Sandwich Cookies	2% Milk (Half Pint)
2% Milk (Half Pint)	1 each					2% Milk (Half Pint)	
<b>Meal Name: Dinner</b>							
Roast Turkey	9 ozw	Crispy Chicken Patter (3 oz each)	Asian Fried Rice (2 oz*)	Baked Macaroni	Home-style Scalloped Potatoes w/ T. Ham (2 oz diced Ham)	Savory Rice & Peppers (2 oz*)	Turkey Alfredo (2 oz diced turkey)
Bread Dressing	1 cup	Shredded Cheese	Garden Salad	Gravy	Irish Blend Vegetables	Garden Salad	Peas & Carrots
Gravy	3 fl oz	Italian Tomato Sauce	French Dressing LF	Mashed Potatoes	Garden Salad	French Dressing LF	Garden Salad
Green Beans	1/2 cup	Spaghetti	Peas & Carrots	Green Beans	Italian Dressing LF	Enriched Bread	Italian Dressing LF
Fruity Oatmeal Bar	1/54 cut	Peas	Enriched Bread	Bakery Biscuit (1/54 2@)	Southern Combread (1/54 2@)	Peanut Butter Brownie	Southern Combread (1/54 2@)
100% Orange Juice (4 oz)	1 each	Garlic Roll	Fresh Baked Large Oatmeal Cookie	iced White Cake	Snickerdoodle Cookie	100% Apple Juice (4 oz)	Fresh Baked Large Oatmeal Cookie
		Fudge Brownie	100% Orange Juice (4 oz)	100% Apple Juice (4 oz)	100% Orange Juice (4 oz)		100% Orange Juice (4 oz)
		100% Apple Juice (4 oz)					
<b>Meal Name: Evening Snack</b>							
100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	100% Apple Juice (4 oz)	100% Orange Juice (4 oz)	100% Apple Juice (4 oz)	100% Orange Juice (4 oz)	100% Apple Juice (4 oz)
Sandwich Cookies	4 each	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies	Sandwich Cookies

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\*This item made with mechanically separated poultry used in accordance with USDA standards.

## GILA COUNTY JUVENILE ARIZONA

Weekly Average 3500 Calories Per Day



**Week: 2**

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<b>Meal Name: Breakfast</b>							
Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion
Sweetened Flanna	1 1/2 cup	Corn Grits	1 1/2 cup	Sweetened Flanna	1 1/2 cup	Cheesy Corn Grits LF	Sweetened Flanna
Breakfast Sausage	1 ozw	Creamy Country Gravy (1 oz*)	6 ozw	Scrambled Eggs	3 ozw	Scrambled Eggs w/ Onions & Peppers	3 ozw
Waffles	2 each	Bakery Biscuit (1/54 2@)	1/27 cut	Waffles	1 ozw	Bakery Biscuit (1/54 2@)	1/27 cut
Syrup	2 fl oz	Lyonnais Potatoes	1 cup	Syrup	2 each	Hash Brown Potatoes	1 cup
2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each
<b>Meal Name: Lunch</b>							
T. Salami	2 ozw	T. Bologna	2 ozw	T. Bologna	2 ozw	T. Salami	2 ozw
T. Ham	2 ozw	T. Salami	2 ozw	T. Ham	2 ozw	T. Bologna	2 ozw
Mustard	2 packet	Mustard	2 packet	Mustard	2 packet	Mustard	2 packet
Enriched Bread	4 slice	Enriched Bread	4 slice	Enriched Bread	2 packet	Enriched Bread	2 packet
Carrot Sticks or Coins	4 slice	Fresh Vegetables	4 slice	Carrot Sticks or Coins	2 slice	Fresh Seasonal Fruit	1 each
Fresh Seasonal Fruit	4 ozw	Fresh Seasonal Fruit	4 ozw	Fresh Seasonal Fruit	4 ozw	Fresh Vegetables	4 ozw
Sandwich Cookies	2 each	Sandwich Cookies	2 each	Sandwich Cookies	2 each	Sandwich Cookies	2 each
2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each
<b>Meal Name: Dinner</b>							
Chili Mac (2 oz*)	12 ozw	Farmhouse Stew (2 oz*)	12 ozw	Meatballs (1/2 oz each)	6 each	Salsbury Steak	3 ozw
Green Beans	1/2 cup	Rice	1 cup	Gravy	3 fl oz	Gravy	3 fl oz
Garden Salad	1/2 cup	Vinagrette Coleslaw	1/2 cup	Rolfs	1 cup	Rice Crêpes	1 cup
Italian Dressing LF	1/2 fl oz	Bakery Biscuit (1/54 2@)	1/27 cut	Carrots	1 cup	Paprika Potatoes	1 cup
Fresh Baked Roll	2 ozw	Iced Lemon Cake	1/54 cut	Garden Salad	1/2 cup	Carrots	1/2 cup
Fresh Baked Large Sugar Cookie	3 ozw	100% Juice (4 oz)	1 each	Italian Dressing LF	1/2 cup	Fresh Baked Roll (1 oz 2@)	1/27 cut
100% Apple Juice (4 oz)	1 each	Bakery Biscuit (1/54 2@)	1/27 cut	Bakery Biscuit (1/54 2@)	1/27 cut	Iced White Cake	1/54 cut
		Fresh Baked Large Cinnamon Cookie	3 ozw	100% Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each
		100% Apple Juice (4 oz)	1 each				
<b>Meal Name: Evening Snack</b>							
100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each
Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each

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\*This item made with mechanically separated poultry used in accordance with USDA standards.

**GILA COUNTY JUVENILE  
ARIZONA**  
Weekly Average 3500 Calories Per Day



**Week: 3**

**MONDAY                      TUESDAY                      WEDNESDAY                      THURSDAY                      FRIDAY                      SATURDAY                      SUNDAY**

**Meal Name: Breakfast**

Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion
Sweetened Cinnamon Oatmeal	1 1/2 cup	Sweetened Panna	1 1/2 cup	Cheesy Corn Grits LF	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup	Corn Grits	1 1/2 cup	Sweetened Panna	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup
Breakfast Sausage	1 ozw	Scrambled Eggs w/ T. Ham	3 ozw	Creamy Country Gravy (1 oz*)	6 ozw	Scrambled Eggs w/ Onions & Peppers	3 ozw	Creamy Country Gravy (1 oz*)	6 ozw	Breakfast Sausage	1 ozw	Scrambled Eggs	3 ozw
Waffles	2 each	Salsa	2 fl oz	Bakery Biscuit (1/54 2@)	1/27 cut	Salsa	2 fl oz	Bakery Biscuit (1/54 2@)	1/27 cut	Waffles	2 each	Blueberry Muffins (1/54 2@)	1/27 cut
Syrup	2 fl oz	Corn Tortilla 6"	2 each	Lynxaise Potatoes	1 cup	Syrup	2 fl oz	Hash Brown Potatoes	1 cup	Syrup	2 fl oz	Cottage Fries	1 cup
2% Milk (Half Pint)	1 each	Cottage Fries	1 cup	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	Cottage Fries	1 cup	Apple Jelly	1 packet
		2% Milk (Half Pint)	1 each			2% Milk (Half Pint)	1 each			2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each

**Meal Name: Lunch**

Turkey Salad (3 oz diced turkey)	4 ozw	T. Salami	2 ozw	Peanut Butter	4 tablespoon	Tuna Salad (3 oz)	4 ozw	T. Salami	2 ozw	Turkey Salad (3 oz diced turkey)	4 ozw	T. Salami	2 ozw
Mustard	2 packet	Turkey	2 ozw	Apple Jelly	3 packet	Mustard	2 packet	Mustard	2 ozw	Mustard	2 packet	Turkey	2 ozw
Peanut Butter	2 1/2 1/4 spoon	Mustard	2 packet	Enriched Bread	4 slice	Shredded Lettuce	1/2 cup	Enriched Bread	2 packet	Peanut Butter	2 1/2 1/4 spoon	Mustard	2 ozw
Grape Jelly	2 packet	Enriched Bread	2 packet	Fresh Vegetables	4 slice	Flour Tortilla (6")	2 each	Grape Jelly	2 1/2 1/4 spoon	Grape Jelly	2 1/2 1/4 spoon	Enriched Bread	2 packet
Enriched Bread	2 packet	Carrot Sticks or Coins	4 slice	Potato Chips (1 oz bag)	4 ozw	Peanut Butter	2 1/2 1/4 spoon	Enriched Bread	2 packet	Enriched Bread	2 packet	Carrot Sticks or Coins	4 slice
Delery Stroke	4 ozw	Fresh Seasonal Fruit	1 each	Fresh Seasonal Fruit	1 bag	Jelly, pc	2 1/2 1/4 spoon	Delery Stroke	4 ozw	Fresh Vegetables	4 slice	Fresh Seasonal Fruit	4 ozw
Fresh Seasonal Fruit	1 each	Sandwich Cookies	2 each	Sandwich Cookies	2 each	Enriched Bread	2 slice	Fresh Seasonal Fruit	1 each	Fresh Seasonal Fruit	4 ozw	Sandwich Cookies	1 each
Sandwich Cookies	2 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	Fresh Vegetables	4 ozw	Sandwich Cookies	2 each	Sandwich Cookies	1 each	2% Milk (Half Pint)	2 each
2% Milk (Half Pint)	1 each					Fresh Seasonal Fruit	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	2 each	2% Milk (Half Pint)	1 each
						Sandwich Cookies	2 each						
						2% Milk (Half Pint)	1 each						

**Meal Name: Dinner**

Crispy Chicken Pattie (3 oz each)	3 ozw	Cheesy Pinto Plo (2 oz*) 5 oz cheese)	12 ozw	Tex-Mex Taco Filling (2 oz*)	3 ozw	Chili con Carne w/ Beans (2 oz*)	1/2 ozw	Roni & Italian Sauce (2 oz*)	1/2 ozw	Crunchy Country Pattie	3 ozw	Crispy Chicken Pattie (3 oz each)	3 ozw
Mashed Potatoes	1 cup	Shredded Lettuce	1/2 cup	Rice	1 cup	Rice	1 cup	Carrots	1/2 cup	Gravy	3 fl oz	Cheese Sauce	1 fl oz
Gravy	3 fl oz	Rice	1 cup	Cheese Sauce	1 cup	Garden Salad	1/2 cup	Garden Salad	1/2 cup	Mashed Potatoes	1 cup	Cajun Potatoes	1 cup
Carrots	1/2 cup	Salsa	2 fl oz	Shredded Lettuce	1/2 cup	Italian Dressing LF	1/2 cup	Italian Dressing LF	1/2 cup	Green Beans	1/2 cup	Carrots	1/2 cup
Enriched Bread	2 slice	Fruity Oatmeal Bar	1/54 cut	Corn Tortilla 6"	2 each	Southern Cornbread (1/54 2@)	1/27 cut	Bakery Biscuit (1/54 2@)	1/27 cut	Garden Salad	1/2 cup	Garden Salad	1/2 cup
Fresh Baked Large Oatmeal Cookie	3 ozw	100% Apple Juice (4 oz)	1 each	Corn	1/2 cup	Lemon Cookie	3 ozw	Fresh Baked Large Oatmeal Cookie	3 ozw	French Dressing LF	1/2 fl oz	Italian Dressing LF	1/2 cup
100% Orange Juice (4 oz)	1 each			Fudge Brownie	1/54 cut	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	Bakery Biscuit (1/54 2@)	1/27 cut	Southern Cornbread (1/54 2@)	1/27 cut
				100% Orange Juice (4 oz)	1 each					Fresh Baked Large Sugar Cookie	3 ozw	Peanut Butter Brownie	1/54 cut
										100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each

**Meal Name: Evening Snack**

100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each
Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each

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**GILA COUNTY JUVENILE  
ARIZONA**

Weekly Average 3500 Calories Per Day



**Week: 4**

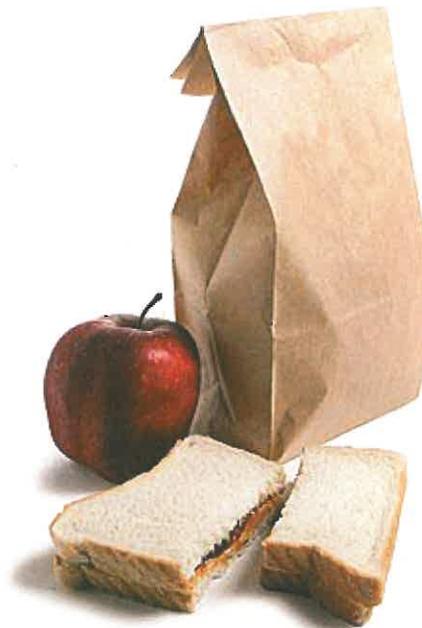
	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>Meal Name: Breakfast</b>							
Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion	Fruit (1@ or 1/2 cup)	1 portion
Corn Grits	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup	Sweetened Cinnamon Oatmeal	1 1/2 cup
Creamy Country Gravy (1 oz*)	6 ozw	Scrambled Eggs w/ T. Ham	3 ozw	Scrambled Eggs w/ Onions & Peppers	3 ozw	Scrambled Eggs w/ T. Ham	3 ozw
Bakery Biscuit (1.54 2@)	1/27 cut	Salsa	2 each	Salsa	2 each	Lyonnaisse Potatoes	1 cup
Lyonnaisse Potatoes	1 cup	Cottage Fries	2 fl oz	Cottage Fries	2 fl oz	Salsa	1 cup
2% Milk (Half Pint)	1 each	Corn Tortilla 6"	2 each	Corn Tortilla 6"	2 each	Corn Tortilla 6"	2 each
		2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each
<b>Meal Name: Lunch</b>							
T. Ham Salad (3 oz T.Ham)	4 ozw	Turkey	2 ozw	Peanut Butter	4 tablespoon	T. Ham	2 ozw
Mustard	2 packet	T. Bologna	2 ozw	Grape Jelly	3 packet	T. Bologna	2 ozw
Peanut Butter	2 tablespoon	Mustard	2 packet	Enriched Bread	4 slice	Mustard	2 packet
Apple Jelly	2 packet	Enriched Bread	4 slice	Fresh Vegetables	4 slice	Enriched Bread	2 packet
Enriched Bread	4 slice	Carrot Sticks or Coins	4 slice	Single Serve Corn Chips (1 oz)	1 bag	Carrot Sticks or Coins	4 slice
Fresh Vegetables	4 slice	Fresh Seasonal Fruit	4 ozw	Fresh Seasonal Fruit	1 each	Fresh Seasonal Fruit	4 ozw
Fresh Seasonal Fruit	4 ozw	Sandwich Cookies	2 each	Sandwich Cookies	2 each	Sandwich Cookies	2 each
Sandwich Cookies	2 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each	2% Milk (Half Pint)	1 each
2% Milk (Half Pint)	1 each						
<b>Meal Name: Dinner</b>							
Rotini & Italian Sauce (2 oz*)	12 ozw	American Goulash (2 oz*)	12 ozw	T. Ham & Pinto Beans (2 oz diced)	12 ozw	Crispy Chicken Plette (3 oz each)	3 ozw
Green Beans	1/2 cup	Peas	1/2 cup	Rice	1 cup	BBQ Sauce	1 fl oz
Garden Salad	1/2 cup	Garden Salad	1/2 cup	Garden Salad	1/2 cup	AutGrain Potatoes	1 cup
Italian Dressing LF	1/2 fl oz	Italian Dressing LF	1/2 fl oz	French Dressing LF	1/2 fl oz	Kettle Blend Mixed Vegetables	1/2 cup
Garlic Roll	2 ozw	Southern Cornbread (1.54 2@)	1/27 cut	Southern Cornbread (1.54 2@)	1/27 cut	Enriched Bread	2 slice
Food White Cake	1/54 cut	Fresh Baked Large Sugar Cookies	3 ozw	Food Lemon Cake	1/54 cut	Snickercoodle Cookie	3 ozw
100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each
<b>Meal Name: Evening Snack</b>							
100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each	100% Orange Juice (4 oz)	1 each	100% Apple Juice (4 oz)	1 each
Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each	Sandwich Cookies	4 each

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. imitation cheese with calcium is used  
 \*This item made with mechanically separated poultry used in accordance with USDA standards.

# SAMPLE SACK LUNCH MENU

## SAMPLE SACK LUNCH MENU

Meat/Cheese	3 ounces
Bread	4 slices
Mustard	2 each
Fresh Fruit	1 each
Cookies	2 each
Fruit Drink	8 ounces
Milk for Juveniles ( <i>replaces fruit drink</i> )	8 ounces



## HOLIDAY MENUS

### HOLIDAY MENU PLANNING, CUSTOMIZING, AND DEVELOPMENT POLICY

Each corrections facility is unique. Aramark Correctional Services recognizes the importance of customizing menus to meet the needs of each facility. Aramark Correctional Services' registered dietitians have developed a holiday menu and diet program customized to Gila County Detention Center which meets the most current Recommended Dietary Allowances and Dietary Reference Intakes, the standards of the American Correctional Association, and additional guidelines detailed in your specifications. This program has been corrections tested. Planning considerations have included the following:

- Nutritional standards including American Correctional Associations, National Commission on Correctional Health Care, Recommended Dietary Allowances, and your specifications
- Inmate preferences
- Survey observations and your comments
- Items best suited to your kitchen storage areas, equipment, and service areas
- Each meal's appearance on your service tray
- Consistency in quantity of food for each holiday meal
- Variety in type of items, colors, shapes, and texture

### ADAPTABILITY TO SEASONAL TRADITIONAL MEAL PLANS

We also recognize that menu and meal acceptability are key in menu development, especially during very stressful times for the inmates when emotions run high. Aramark will exceed your specifications regarding the menu plan and special holiday meals. Aramark has included 12 holiday or "spirit lifter" meals for your review.

## SAMPLE HOLIDAY MENUS

### NEW YEAR

- Oven Fried Chicken
- Black-eyed Peas
- Seasoned Corn
- Cornbread
- Margarine
- Cookies
- Beverage



### MARTIN LUTHER KING DAY

- Baked Chicken
- Mashed Potatoes
- Gravy
- Cornbread
- Margarine
- Peach Cobbler
- Beverage



### ST. PATRICK'S DAY

- Smoked Sausage
- Boiled Potatoes
- Steamed Cabbage
- Rye Bread
- Margarine
- Mint Frosted Cake
- Beverage



## SAMPLE HOLIDAY MENUS

### EASTER

- Glazed Baked Ham
- Au Gratin Potatoes
- Seasoned Mixed Vegetables
- Mixed Green Salad with Dressing
- Fresh Baked Rolls
- Margarine
- Iced Cake
- Iced Tea or Fruit Drink

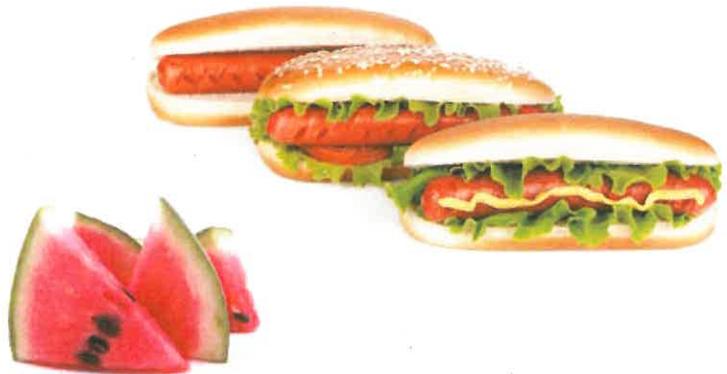


### CINCO DE MAYO

- Beef Burrito
- Green Chili Sauce
- Rice
- Pinto Beans
- Tossed Salad with Dressing
- Margarine
- Iced Cake
- Iced Tea

### MEMORIAL DAY

- Grilled Hamburger on a Bun
- Grilled Hot Dog on a Bun
- Ketchup/Mustard/Relish
- Chips
- Coleslaw
- Watermelon
- Cookies
- Iced Tea or Fruit Drink



## SAMPLE HOLIDAY MENUS

### JUNE PICNIC

- Hamburger on a Bun
- Hot Dog on a Bun
- Pickles/Lettuce/Onion/Tomato
- Mustard/Ketchup
- Potato Salad
- Bake Beans
- Strawberry Shortcake
- Beverage



### INDEPENDENCE DAY

- Cheeseburger on a Bun
- Pickles/Lettuce/Onion/Tomato
- Mustard/Ketchup
- Potato Salad
- Seasoned Corn
- Fruited Gelatin
- Iced Tea or Fruit Drink



### AUGUST PICNIC

- Grilled Hamburger on a Bun
- Grilled Hot Dog on a Bun
- Mustard/Ketchup/Relish
- Chips
- Gelatin Salad
- Watermelon
- Ice Cream
- Beverage



## SAMPLE HOLIDAY MENUS

### LABOR DAY

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BBQ Turkey  
Bun  
Mustard/Ketchup  
Chips  
Coleslaw  
Margarine  
Dessert Square  
Beverage



### THANKSGIVING

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Roast Turkey and Gravy  
Bread Dressing  
Sweet Potatoes  
Seasoned Green Beans  
Cranberry Sauce  
Fresh Baked Rolls and Margarine  
Dessert Square  
Beverage



### CHRISTMAS

---

Roast Turkey or Roast Beef  
Mashed Potatoes & Gravy  
Seasoned Corn  
Garden Salad with Dressing  
Fresh Baked Rolls  
Margarine  
Cookies  
Beverage



# NUTRITIONAL ANALYSIS ADULT MENUS



### Cycle Menu - Weekly Nutritional Analysis

5/8/2015 1:31PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ; Adult; 2900 Calorie; Rebid 2015  
 Age Group: Male/Female Age 19-50 Years Old DRI-RDA

Period: All Week: 1 Avg. Method: Weighted Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Fola (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
Std.	2900	89.0	30.0	350.0	12.1	110.0	37.9	300.0	25.00	4000	900.00	32.00	90.00	1.20	1.30	16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
Day: 1																							
Sum.	2699	58.8	10.2	354.4	12.2	110.9	37.9	292.8	21.08	3911	1029.18	28.91	108.35	2.38	1.77	21.77	1.43	379.14	5.89	1412.5	1115.0	17.90	
Var.	(100.7)	12.8	4.4	15.9	37.0	(87.4)	(3.94)	(69.4)	(3.94)	(69.4)	(2.09)	(3.09)	18.38	0.98	8.47	5.77	0.10	(29.89)	3.48	412.5	415.0	(0.70)	
% of Std.	93.4	122.9	101.3	116.7	67.5	84.26	96	113.88	90.35	120.39	160.00	128.46	138.07	107.77	92.54	242.21	141.2	190.3	96.11				
Day: 2																							
Sum.	3213	82.8	10.3	422.8	13.1	131.9	36.9	138.9	24.89	5191	1712.88	32.64	157.53	3.22	2.35	27.37	0.95	441.05	4.54	1843.0	1609.5	19.10	
Var.	413.2	28.8	72.8	35.9	39.9	(161.1)	(0.11)	1181	812.88	0.94	67.53	2.02	1.05	11.97	(5.38)	41.55	2.14	843.0	309.5			1.10	
% of Std.	114.3	147.5	120.8	138.9	46.3	60.54	130	190.32	101.99	175.05	209.00	189.54	171.06	72.89	119.20	189.13	184.3	229.5	106.12				
Day: 3																							
Sum.	3012	82.6	11.0	445.5	15.3	97.6	29.2	218.5	34.15	3682	920.77	23.51	159.10	2.91	1.81	31.57	2.56	888.55	5.41	1747.5	1421.2	33.88	
Var.	211.6	25.8	96.5	2.6	29.2	(83.8)	9.15	(336)	9.15	(336)	20.77	(8.49)	63.10	1.70	0.21	15.57	1.26	288.55	3.01	747.5	761.2	15.88	
% of Std.	107.6	147.6	127.6	102.8	72.2	136.82	92	102.31	73.48	170.11	242.57	138.46	197.30	187.23	172.19	229.58	174.8	230.2	189.23				
Day: 4																							
Sum.	2829	78.8	11.0	391.0	13.4	108.4	34.1	321.2	34.58	3578	883.47	25.41	180.25	2.17	1.74	22.46	1.29	518.07	4.40	1720.4	1748.8	18.81	
Var.	59.2	22.8	41.0	13.4	34.1	21.2	9.58	(422)	(210.54)	(6.59)	70.26	0.97	0.44	6.46	0.49	118.07	2.00	720.4	1040.0			0.81	
% of Std.	102.1	140.8	111.7	114.1	107.1	135.34	89	75.34	79.39	178.07	181.17	183.77	140.28	137.77	128.62	183.59	172.0	245.8	103.40				
Day: 5																							
Sum.	2709	73.5	10.9	432.5	14.9	73.4	24.4	127.7	29.22	4052	1547.81	17.82	163.52	2.57	2.00	21.18	1.48	679.47	5.41	1712.4	1483.5	30.18	
Var.	(91.4)	17.5	82.5	(21.6)	24.4	(172.3)	4.22	52	847.81	(14.16)	163.52	1.37	8.70	5.16	0.15	179.47	3.01	712.4	785.5			12.18	
% of Std.	93.7	131.2	123.6	77.3	42.6	116.86	101	(71.88)	55.88	213.02	214.50	153.77	132.23	111.23	142.67	225.25	171.2	211.9	167.73				
Day: 6																							
Sum.	2861	75.5	10.4	401.5	13.7	109.9	34.1	302.5	19.38	4870	1108.88	29.68	173.90	2.53	2.04	30.66	1.57	417.43	4.80	1738.0	1422.0	18.83	
Var.	100.9	19.5	51.5	14.9	34.1	(87.5)	(5.62)	870	208.88	(2.34)	33.90	1.33	0.74	14.88	0.27	17.43	2.40	738.0	722.0			0.83	
% of Std.	103.6	134.9	114.7	116.7	67.5	77.54	122	(23.21)	92.70	137.66	210.58	156.92	191.61	120.92	104.36	200.17	173.6	203.3	104.59				
Day: 7																							
Sum.	3043	80.6	10.6	438.5	15.0	106.0	31.3	323.3	26.71	3917	1039.76	26.75	102.06	2.69	1.59	24.57	1.29	821.29	4.12	1286.6	1806.8	19.14	
Var.	243.2	24.6	88.5	11.0	31.3	23.2	1.71	(83)	139.76	(5.26)	12.06	1.49	0.55	8.57	(9.10)	221.29	1.72	260.6	1108.8			1.14	
% of Std.	108.7	143.9	125.3	111.8	107.8	100.66	98	115.53	63.68	113.40	223.75	142.00	153.54	82.48	155.32	171.58	126.1	269.4	106.33				
Avg.	2919	77.5	10.6	412.5	14.2	105.4	32.3	299.0	27.14	4167	1148.10	28.58	142.67	2.61	1.94	25.85	1.56	518.14	4.94	1804.0	1512.8	22.44	
Std.	2600.0	56.0	350.0	110.0	300.0	25.00	4000	900.00	32.00	90.00	1.20	1.30	16.00	1.30	16.00	1.30	400.00	2.40	1000.0	700.0	18.00		
Var.	119.4	21.8	82.5	10.4	32.5	(81.8)	2.14	167	248.16	(6.62)	52.87	1.41	0.64	9.65	0.28	118.14	2.54	804.8	812.8			4.44	
% of Std.	104.0	138.4	117.8	111.8	73.0	109.58	104	127.57	82.45	158.53	217.24	148.99	160.31	120.01	129.54	205.77	180.5	216.1	124.64				

Amounts in red indicate missing (unknown) nutrient values.

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### Cycle Menu - Weekly Nutritional Analysis

5/6/2015 1:31PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ, Adult; 2900 Calorie; Rebid 2015  
 Age Group: Male/Female Age 19-50 Years Old DRI-RDA

Period: All      Week: 2      Avg. Method: Weighted      Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Fola (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
Std.	2900	59.0		350.0		96.0		300.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
Day: 1																							
Sum.	2617	81.9	12.5	401.7	81.4	74.8	25.7	216.8	32.38	3638	826.75	20.91	209.57	2.90	2.22	31.67	2.20	777.97	6.60	1668.0	1241.5	33.66	
Var.	(193.5)	25.9		51.7		(29.2)	25.7	(83.9)	7.38	(331)	(273.25)	(11.09)	119.57	1.70	0.90	15.67	0.60	(37.97)	3.20	688.0	(3041.5)	15.86	
% of Std.	93.4	145.3		114.8		78.8		72.3	129.53	92	69.64	65.35	232.55	241.75	170.38	197.95	168.83	164.49	233.50	166.8	246.8	188.11	
Day: 2																							
Sum.	3530	90.6	10.3	504.8	57.2	128.5	33.0	137.7	46.71	4690	1,952.29	31.78	175.43	3.17	2.14	28.30	1.94	741.43	4.81	1925.1	2173.9	23.36	
Var.	730.1	34.6		154.8		34.5	33.0	(112.3)	21.71	690	1,182.29	(0.23)	85.43	1.97	0.64	12.30	0.69	(341.43)	2.41	925.1	1473.9	5.36	
% of Std.	120.1	151.8		144.2		136.3		82.8	188.94	117	218.92	99.30	194.92	264.92	164.69	176.89	148.65	164.49	200.25	192.5	310.8	129.78	
Day: 3																							
Sum.	3043	65.1	11.2	420.1	55.2	112.8	39.3	370.3	34.13	3839	1,622.29	29.99	97.91	4.29	3.41	24.83	1.47	599.58	4.38	1343.2	1769.1	19.63	
Var.	243.1	29.1		70.1		17.8	39.3	70.8	9.13	(61)	422.29	(2.02)	7.91	3.09	2.11	9.83	0.17	(191.38)	1.68	343.2	1099.1	1.63	
% of Std.	108.7	192.1		120.0		118.7		126.1	136.50	88	168.13	93.70	109.79	357.67	261.62	154.21	112.77	147.59	182.87	134.3	238.0	109.08	
Day: 4																							
Sum.	2883	65.5	9.8	400.2	59.7	88.7	29.8	148.6	18.88	3888	1,029.64	24.85	132.90	2.48	1.94	26.01	1.27	313.50	5.66	1731.4	1391.0	28.80	
Var.	(117.1)	9.5		50.2		(6.3)	29.8	(151.1)	(6.14)	(2)	(229.64)	(7.35)	42.90	1.28	0.64	18.01	(0.69)	(68.50)	3.29	731.4	631.0	10.60	
% of Std.	99.4	116.9		114.4		95.4		49.6	75.43	100	124.52	77.03	147.66	206.42	149.49	162.54	97.48	76.29	237.19	173.1	192.2	158.89	
Day: 5																							
Sum.	2745	66.9	9.7	377.9	55.3	107.9	35.4	269.9	25.08	3456	597.79	23.81	161.42	1.84	1.34	26.57	1.66	265.49	4.28	1274.8	1302.9	15.06	
Var.	(54.5)	10.9		27.9		12.9	35.4	(30.1)	0.06	(542)	(302.21)	(8.19)	91.42	0.64	0.04	4.67	0.36	(94.51)	1.89	274.8	602.9	(2.94)	
% of Std.	98.1	119.4		108.0		113.6		90.0	160.02	88	68.42	74.40	201.56	150.56	102.65	128.85	127.38	76.37	178.38	127.5	166.1	83.64	
Day: 6																							
Sum.	2962	74.6	10.1	407.9	55.1	113.5	34.5	227.8	21.88	4309	1,371.30	30.39	196.84	2.73	2.54	29.70	1.21	549.57	4.79	1758.2	1648.1	17.22	
Var.	181.8	18.6		57.9		18.5	34.5	(72.2)	(3.12)	309	471.30	(1.51)	109.84	1.53	0.64	13.75	(0.09)	(57.43)	2.39	758.2	848.1	(0.78)	
% of Std.	105.8	134.2		116.5		119.5		75.9	87.51	108	162.37	94.96	218.71	227.95	164.69	165.60	93.00	65.84	199.64	175.8	239.4	95.64	
Day: 7																							
Sum.	2850	79.0	11.1	408.2	57.3	98.5	31.1	318.0	24.08	4271	777.97	25.07	165.77	2.75	2.99	32.85	1.85	317.56	4.88	1783.0	1598.8	31.50	
Var.	49.5	23.0		58.2		3.5	31.1	18.0	(0.92)	271	(122.03)	(8.93)	75.77	1.55	0.74	16.60	0.56	(32.46)	2.28	783.0	635.8	13.50	
% of Std.	101.8	141.1		116.6		103.7		106.0	96.32	107	86.44	78.34	184.19	228.75	167.23	205.64	145.38	70.39	195.17	178.8	219.4	175.02	
Avg.	2918	77.7	10.0	417.3	57.2	103.7	32.8	248.6	29.02	4048	1,199.71	26.66	165.68	2.86	2.18	27.71	1.80	484.13	4.88	1640.5	1646.0	24.13	
Std.	2900.0	59.0		350.0		96.0		300.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
Var.	118.5	21.7		87.3		8.7	32.0	(50.4)	4.02	48	(239.71)	(5.95)	75.69	1.68	0.88	11.71	0.36	84.13	2.49	640.5	946.5	6.18	
% of Std.	104.0	138.7		119.2		109.8		93.2	140.06	101	126.63	63.30	184.13	240.02	167.32	173.18	127.40	121.03	203.80	164.1	235.2	134.31	

Amounts in red include missing (unknown) nutrient values.

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### Cycle Menu - Weekly Nutritional Analysis

5/9/2015 1:31PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ; Adult; 2900 Calorie; Rebid 2015  
 Age Group: Male/Female Age 19-50 Years Old DRI-RDA

Period: All      Week: 3      Avg. Method: Weighted      Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Fola (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
<b>Std.</b>	2900	99.0		390.0		99.0	≅ 0.00	300.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
<b>Day: 1</b>																							
<b>Sum.</b>	2859	79.8	11.1	498.7	57.3	100.1	31.5	121.3	33.48	4335	1,433.56	22.97	137.16	2.24	1.65	19.12	1.61	656.79	6.21	1523.6	1029.7	18.77	
<b>Var.</b>	58.5	23.6		59.7		5.1	31.5	(178.7)	6.48	305	533.56	(9.09)	47.16	1.04	0.35	(0.88)	0.31	256.79	2.91	523.6	429.7	0.77	
<b>% of Std.</b>	102.1	142.2		117.0		105.4		40.4	133.84	108	159.28	71.61	152.40	185.92	126.59	54.51	123.77	164.50	216.68	152.4	190.0	104.28	
<b>Day: 2</b>																							
<b>Sum.</b>	2750	76.7	11.2	363.7	52.9	110.1	36.0	290.3	32.07	3342	989.72	27.61	149.72	2.31	1.74	25.01	1.61	874.89	4.16	1637.0	1221.3	30.81	
<b>Var.</b>	(49.8)	20.7		13.7		15.1	36.0	(19.7)	7.07	(269)	-13.28	(4.39)	59.72	1.11	0.44	0.01	0.51	274.88	1.78	537.0	591.3	12.81	
<b>% of Std.</b>	96.2	130.9		103.9		110.9		93.4	128.29	84	96.52	69.27	166.56	192.00	134.00	150.28	130.26	160.72	173.17	159.7	174.5	171.17	
<b>Day: 3</b>																							
<b>Sum.</b>	2948	74.3	10.1	414.3	58.3	110.9	39.9	169.9	16.60	3955	879.16	29.48	139.06	2.96	2.07	29.61	1.49	388.87	4.75	1399.8	1451.4	17.34	
<b>Var.</b>	147.5	18.3		64.5		15.9	33.9	(110.1)	(8.40)	145	-220.84	(2.52)	63.06	1.46	0.77	13.61	0.15	(3.14)	2.35	399.8	751.4	(0.66)	
<b>% of Std.</b>	105.3	132.7		118.4		118.7		63.3	74.40	99	73.40	92.12	170.06	221.42	159.08	185.08	111.38	99.22	196.05	140.0	207.3	95.32	
<b>Day: 4</b>																							
<b>Sum.</b>	2659	82.4	12.4	380.1	54.2	89.5	33.7	285.8	39.44	3888	959.25	25.50	217.89	2.26	1.47	19.30	1.68	768.54	4.00	1302.8	1480.9	18.71	
<b>Var.</b>	(141.3)	25.4		10.1		4.5	33.7	(11.4)	14.44	(114)	59.25	(8.49)	127.89	1.28	0.17	2.50	0.38	286.64	1.60	303.8	700.9	1.71	
<b>% of Std.</b>	96.0	147.1		102.9		104.3		96.2	157.76	97	106.58	78.73	242.10	189.17	113.23	113.60	128.54	196.58	195.78	130.4	213.0	106.61	
<b>Day: 5</b>																							
<b>Sum.</b>	3213	97.8	12.2	467.5	58.2	104.3	39.2	219.6	34.67	4808	1,023.21	27.15	137.72	3.24	2.61	32.13	1.71	793.05	5.09	1767.5	2027.2	22.44	
<b>Var.</b>	413.1	41.8		117.5		9.3	28.2	(69.4)	9.57	966	323.21	(4.85)	47.72	2.04	1.21	16.13	0.41	383.05	2.66	767.5	1327.2	4.44	
<b>% of Std.</b>	114.8	174.6		133.8		109.8		70.2	136.26	124	195.91	84.83	153.02	270.25	182.92	200.80	131.54	366.26	218.78	176.8	296.8	124.66	
<b>Day: 6</b>																							
<b>Sum.</b>	2891	67.2	9.3	401.3	55.5	112.0	34.9	178.3	20.98	3755	786.67	29.38	142.10	2.28	1.57	26.46	2.29	253.94	6.22	1899.4	1348.6	28.51	
<b>Var.</b>	91.2	11.2		51.3		17.0	34.9	(121.7)	(4.02)	(265)	-111.14	(2.62)	52.10	1.16	0.67	13.68	1.68	(148.05)	1.82	899.4	648.6	10.51	
<b>% of Std.</b>	103.3	120.0		114.6		117.6		59.4	83.92	93	87.65	31.80	157.89	189.69	151.25	164.24	193.62	63.48	263.17	189.9	192.7	158.39	
<b>Day: 7</b>																							
<b>Sum.</b>	3037	77.1	10.2	425.6	56.2	114.3	33.9	314.9	26.33	4207	1,038.27	33.01	161.98	2.51	1.62	23.33	0.71	282.25	4.01	1307.6	1431.5	16.80	
<b>Var.</b>	236.7	21.1		76.6		19.8	33.9	14.9	1.33	207	1,908.37	1.01	71.98	1.31	0.52	7.32	(0.39)	(137.75)	1.81	307.6	731.5	(1.20)	
<b>% of Std.</b>	108.5	137.7		121.6		120.5		105.0	105.32	105	211.91	103.17	179.96	209.92	140.15	145.72	64.54	65.69	167.21	130.8	204.5	93.36	
<b>Avg.</b>	2293	79.3	10.9	406.2	55.8	107.3	33.2	226.9	29.66	4061	1,125.29	27.86	157.06	2.51	1.69	24.74	1.62	546.34	4.78	1534.1	1421.5	22.04	
<b>Std.</b>	2600.0	99.0		390.0		99.0	≅ 0.00	300.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
<b>Var.</b>	108.0	23.3		56.2		12.3	33.2	(73.7)	4.38	81	325.29	(4.14)	87.09	1.31	0.58	8.74	0.32	146.34	2.39	534.1	771.5	4.06	
<b>% of Std.</b>	154.0	141.6		133.1		113.0		75.4	137.40	102	125.03	87.08	174.54	209.23	145.33	154.61	124.82	136.59	199.44	193.4	210.2	122.52	

Aramark in red include missing (unknown) nutrient values.

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### Cycle Menu - Weekly Nutritional Analysis

5/8/2015 1:31PM

**Profit Center:** NOSS - VP  
**Location:** Downers Grove Regional Office  
**Service Area:** NOSS Main (template only)  
**Menu Name:** Gila, AZ: Adult: 2900 Calorie: Rebid 2015  
**Age Group:** Malaf-Farside Age 19-50 Years Old DRI-RDA

Period: All      Week: 4      Avg. Method: Weighted      Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Folate (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
<b>Std.</b>	2900	66.0		350.0		92.0	<= 0.00	350.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
<b>Day: 1</b>																							
<b>Sum.</b>	2580	80.4	11.1	426.9	57.5	105.3	31.8	207.5	35.71	3608	817.47	28.18	158.95	2.86	2.33	35.24	1.57	430.26	4.85	1445.7	1031.2	19.42	
<b>Var.</b>	179.9	26.4		76.9		10.3		192.7	9.71	1162	17.47	13.89	66.95	1.69	1.03	19.24	0.27	30.26	2.43	449.7	301.2	1.42	
<b>% of Std.</b>	105.4	147.2		122.0		119.8		69.1	102.84	93	101.94	86.06	174.39	241.00	179.92	220.24	120.62	107.56	201.88	145.0	233.0	107.89	
<b>Day: 2</b>																							
<b>Sum.</b>	2497	74.1	11.9	353.3	56.9	65.1	31.2	269.9	29.43	3088	1293.91	23.24	167.45	2.44	1.95	24.35	1.04	280.95	4.23	1203.1	1314.7	16.20	
<b>Var.</b>	1312.9	18.1		3.8		16.9		110.1	4.43	1812	483.51	13.76	77.45	1.24	0.56	9.38	19.29	119.09	1.82	305.1	614.7	11.61	
<b>% of Std.</b>	86.3	152.3		101.1		90.6		95.6	117.71	77	154.87	72.03	186.95	203.33	143.23	152.38	79.77	70.24	176.33	130.5	167.8	69.97	
<b>Day: 3</b>																							
<b>Sum.</b>	2593	79.9	10.6	443.3	60.7	90.8	27.6	140.0	30.22	3457	754.00	29.83	126.87	2.96	2.04	26.30	2.13	956.32	5.39	1830.2	1724.6	33.31	
<b>Var.</b>	165.3	20.9		99.3		14.2		180.0	5.22	1543	145.97	11.57	36.87	1.76	0.74	10.30	0.83	556.32	2.95	850.2	1024.6	15.31	
<b>% of Std.</b>	105.8	140.7		126.4		95.6		46.7	120.87	86	83.78	54.43	140.87	246.33	158.92	184.38	183.82	239.98	224.58	185.0	245.4	185.64	
<b>Day: 4</b>																							
<b>Sum.</b>	2786	70.2	10.5	380.6	54.4	112.6	36.2	266.7	31.79	3484	1879.40	30.42	146.90	1.90	1.51	25.10	1.68	190.66	4.39	1308.9	1154.3	15.74	
<b>Var.</b>	1318	14.2		30.8		17.6		129.3	6.79	1506	975.40	11.58	36.99	0.72	0.21	8.10	0.38	1201.34	1.99	306.3	454.2	2.25	
<b>% of Std.</b>	89.9	125.3		105.7		118.5		98.0	127.19	67	209.38	95.06	162.33	159.60	116.77	150.58	128.92	48.68	182.52	130.6	164.9	87.46	
<b>Day: 5</b>																							
<b>Sum.</b>	3171	78.6	10.0	501.1	63.2	86.1	27.3	134.7	41.64	2606	1190.10	29.07	149.50	2.90	1.90	27.15	1.96	601.44	5.75	1755.11	1680.5	34.60	
<b>Var.</b>	371.9	23.6		151.1		1.1		183.3	16.64	1385	230.10	15.99	53.50	1.70	0.60	11.15	0.66	261.44	3.35	755.0	850.5	16.60	
<b>% of Std.</b>	113.3	142.1		143.2		101.2		41.8	166.54	90	125.56	81.47	159.45	242.00	148.38	169.69	150.92	150.38	239.42	175.5	235.6	182.21	
<b>Day: 6</b>																							
<b>Sum.</b>	2826	75.3	10.3	376.8	51.0	124.1	38.3	345.8	29.40	3650	1294.03	29.29	225.40	4.29	3.40	26.31	1.72	418.42	4.23	1398.2	1524.7	16.78	
<b>Var.</b>	119.8	10.3		28.6		29.1		45.8	4.40	1150	304.03	17.71	125.40	3.86	2.10	10.31	0.42	16.47	1.83	396.2	824.3	11.24	
<b>% of Std.</b>	104.3	134.6		107.6		130.6		115.3	117.58	95	141.75	91.52	256.44	367.50	261.54	164.43	132.46	104.12	176.38	139.6	217.8	93.12	
<b>Day: 7</b>																							
<b>Sum.</b>	3084	85.1	11.2	427.5	55.5	114.0	35.3	200.7	24.96	4255	655.39	29.27	196.55	3.01	2.31	31.29	1.59	379.34	4.82	1566.1	1492.0	19.48	
<b>Var.</b>	263.6	30.1		77.5		19.0		159.3	10.44	255	244.61	12.73	108.65	1.81	0.91	15.29	0.29	123.69	2.22	566.1	792.0	1.46	
<b>% of Std.</b>	110.1	153.7		122.3		120.0		60.9	98.20	106	72.62	81.47	218.51	250.42	169.85	195.58	122.23	94.09	192.54	150.6	213.1	108.10	
<b>Avg.</b>	2914	78.2	10.7	410.0	57.2	104.1	32.2	226.4	30.00	3691	1145.70	28.71	169.28	2.82	2.18	27.82	1.67	485.78	4.78	1504.1	1488.8	22.21	
<b>Std.</b>	2690.3	33.0		350.0		85.6	<= 0.00	300.0	25.00	4000	900.00	32.00	90.00	1.20		16.00	1.30	400.00	2.40	1000.0	700.0	18.00	
<b>Var.</b>	114.5	22.2		66.6		9.1		173.6	8.39	1349	245.76	15.27	76.23	1.72	0.66	11.82	0.37	66.73	2.35	504.1	799.8	4.21	
<b>% of Std.</b>	794.0	139.7		119.6		109.6		73.6	121.50	81	127.31	83.63	184.73	242.80	167.02	173.90	128.30	116.44	199.16	150.4	214.1	123.40	

Amounts in red include missing (unknown) nutrient values.

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# NUTRITIONAL ANALYSIS JUVENILE MENUS



### Cycle Menu - Weekly Nutritional Analysis

5/5/2015 1:37PM

Profit Center: NOSS - V7  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ; Juvy; 3500 Cal; Rebid 2015  
 Age Group: Male/female 9-18 Years Old DRI-RDA

Period: All Week: 1 Avg. Method: Weighted Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Fola (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
Std.	390.0	63.0		375.0		117.0	<= 0.00	300.0	25.00	4000	900.00	32.00	75.00	1.30		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
Day: 1																							
Sum.	3443	90.1	10.5	471.1	54.6	103.4	34.9	188.8	34.31	4463	1,263.33	38.58	131.55	2.71	2.62	27.95	2.24	444.96	4.35	1338.3	1563.7	20.03	
Var.	643.1	27.1		95.4		18.4	34.9	(111.1)	9.31	483	363.33	4.58	56.55	1.51	1.32	11.93	0.64	44.86	1.62	238.3	323.2	5.03	
% of Std.	123.0	142.9		125.7		114.0		63.0	137.22	112	142.50	114.30	175.40	258.42	201.54	174.57	172.60	111.24	131.04	118.3	126.7	133.54	
Day: 2																							
Sum.	3607	104.9	11.6	501.7	56.6	131.5	32.6	122.2	33.50	4978	1,959.57	38.97	213.09	3.76	3.08	31.50	1.86	532.41	3.36	1827.3	1812.0	22.85	
Var.	806.6	41.9		126.7		14.8	32.6	(117.8)	8.50	978	1,069.57	3.97	138.09	2.56	1.78	15.50	0.96	132.41	0.98	527.3	582.0	7.85	
% of Std.	128.9	156.5		133.8		112.7		60.7	134.01	124	219.64	112.41	284.12	219.33	236.69	196.36	143.23	133.10	149.05	140.9	145.0	152.32	
Day: 3																							
Sum.	3781	94.3	10.0	549.5	58.4	132.5	31.7	160.3	37.78	3004	1,263.71	35.44	141.99	3.35	2.75	42.91	2.33	623.53	4.23	1827.8	1641.5	35.71	
Var.	961.4	31.3		174.5		15.5	31.7	(119.7)	12.78	(996)	369.77	3.45	68.69	2.15	1.46	26.94	1.53	223.58	1.80	327.8	381.5	20.71	
% of Std.	134.3	149.7		146.5		113.2		60.1	151.10	75	133.75	110.77	191.59	274.42	212.54	268.33	217.83	155.89	174.72	140.8	121.9	236.05	
Day: 4																							
Sum.	3270	93.0	11.4	448.4	54.6	122.2	33.6	284.9	33.08	4870	1,764.88	37.48	150.92	2.61	2.65	25.09	2.14	288.87	3.43	2111.4	1892.0	18.89	
Var.	470.3	30.0		73.4		5.2	33.6	84.9	8.08	970	894.98	5.48	75.92	1.41	1.35	9.09	0.84	(101.33)	1.03	811.4	642.0	3.89	
% of Std.	116.8	147.6		119.8		104.5		128.3	132.33	124	199.44	117.06	201.23	217.83	203.82	156.83	164.82	74.87	142.96	182.4	151.4	125.91	
Day: 5																							
Sum.	3433	86.2	10.0	513.4	59.8	111.4	29.2	226.4	27.37	5124	1,609.94	35.56	171.92	2.97	2.94	30.38	2.06	487.05	4.36	2018.7	1861.5	31.90	
Var.	632.5	23.2		138.4		(5.6)	29.2	(70.6)	2.37	1124	709.94	3.56	96.92	1.77	1.64	14.38	0.76	7.58	1.96	718.7	611.5	16.90	
% of Std.	127.8	136.8		135.9		95.2		76.5	109.48	128	178.98	111.13	229.22	247.33	226.00	185.86	159.23	101.77	181.58	155.3	146.9	212.84	
Day: 6																							
Sum.	3435	99.4	11.6	501.1	58.3	115.9	30.4	212.8	30.51	4871	1,719.97	35.53	159.18	3.29	2.83	37.97	2.15	570.29	3.84	1944.7	1641.0	23.08	
Var.	635.5	36.4		128.1		(1.1)	30.4	(87.2)	5.51	871	1,89.03	3.53	84.18	2.09	1.53	21.97	1.02	170.28	1.24	844.7	581.0	8.88	
% of Std.	122.7	157.7		133.6		99.1		70.9	122.04	122	79.00	111.04	212.24	274.50	217.77	207.29	160.45	142.57	151.80	149.6	147.3	155.83	
Day: 7																							
Sum.	3885	100.9	11.3	521.0	58.1	120.7	30.3	437.4	34.38	5461	1,493.97	35.87	146.15	3.50	2.58	24.41	1.83	509.83	3.86	1574.9	2055.3	21.13	
Var.	785.4	37.9		146.0		3.7	30.3	137.4	9.38	1461	893.97	4.87	71.15	1.80	1.58	8.41	0.33	183.53	0.48	274.9	893.3	6.13	
% of Std.	126.1	160.2		138.9		103.1		145.8	137.51	137	166.92	115.21	194.67	260.17	206.08	152.58	125.00	127.48	118.04	121.1	164.7	140.86	
Avg.	3605	95.5	10.9	500.9	57.2	124.0	31.8	259.4	32.98	4690	1,438.08	36.20	159.50	3.10	2.79	31.48	2.18	483.84	3.74	1834.7	1812.9	24.30	
Std.	2600.0	63.0		375.0		117.0	<= 0.00	300.0	25.00	4000	900.00	32.00	75.00	1.30		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
Var.	705.0	32.3		125.9		7.0	31.8	(40.8)	7.99	698	538.08	4.20	84.50	1.90	1.49	15.46	0.86	83.84	1.34	534.7	562.9	8.80	
% of Std.	126.0	151.6		133.6		106.0		86.5	131.96	117	159.78	113.13	212.67	258.28	214.89	196.82	165.95	120.96	155.83	141.1	145.0	166.31	

Amounts in red include missing (unknown) nutrient values.

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### Cycle Menu - Weekly Nutritional Analysis

5/5/2015 1:37PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ; Juvy; 3500 Cal; Rebid 2015  
 Age Group: Male/Female 9-18 Years Old DRI-RDA

Period: All Week: 2 Avg. Method: Weighted Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Folia (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
<b>Std.</b>	2800	83.0		175.0		117.0	<= 0.00	300.0	25.00	4000	900.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
<b>Day: 1</b>																							
<b>Sum.</b>	3031	59.1	11.8	453.9	59.9	93.9	27.9	242.2	27.72	4293	1,835.26	32.55	190.84	3.21	2.96	34.61	2.67	526.31	4.67	1674.9	1554.8	33.43	
<b>Var.</b>	230.7	26.1		78.9		(23.2)	27.9	(57.6)	2.72	293	735.26	0.55	113.94	2.01	1.98	16.81	1.37	126.31	2.12	374.9	304.6	16.43	
<b>% of Std.</b>	108.2	141.5		121.0		80.2		80.7	110.89	107	181.70	101.71	254.58	267.42	228.00	215.29	205.46	131.58	188.38	128.8	124.4	222.87	
<b>Day: 2</b>																							
<b>Sum.</b>	3805	100.1	10.5	537.7	56.5	139.2	32.9	242.4	28.82	5112	1,760.73	41.30	151.29	3.47	3.06	36.98	2.43	525.99	3.98	2128.9	2315.5	23.39	
<b>Var.</b>	1004.7	37.1		162.7		22.2	32.9	(57.6)	3.82	1112	860.73	9.30	76.29	2.27	1.76	19.58	1.13	132.99	1.55	628.9	1085.2	8.99	
<b>% of Std.</b>	135.9	158.6		143.4		110.9		80.0	115.27	128	195.84	129.08	201.71	289.50	235.54	222.39	186.92	131.50	184.75	163.8	185.2	155.05	
<b>Day: 3</b>																							
<b>Sum.</b>	4089	103.6	10.1	573.3	58.0	156.2	34.4	396.8	41.84	4737	1,565.35	43.50	130.56	3.05	4.54	33.77	1.75	418.99	3.16	1751.8	2155.0	22.86	
<b>Var.</b>	1288.9	40.8		197.3		39.2	34.4	96.8	16.84	737	685.35	11.50	55.38	3.85	3.24	17.77	0.45	15.99	6.76	451.8	945.0	7.88	
<b>% of Std.</b>	146.0	164.4		152.6		133.5		132.3	167.35	118	172.83	135.94	173.81	421.08	348.46	211.06	134.92	105.00	131.30	134.8	175.0	152.40	
<b>Day: 4</b>																							
<b>Sum.</b>	3213	85.4	10.8	480.7	59.8	102.5	28.7	101.7	26.91	4810	1,713.20	33.23	104.31	3.07	2.82	31.13	2.17	348.72	4.31	2058.8	1812.7	32.49	
<b>Var.</b>	413.1	23.4		105.7		(14.5)	28.7	(108.3)	1.91	810	813.20	1.23	29.31	1.81	1.52	15.13	0.87	(51.28)	2.41	758.8	662.7	17.49	
<b>% of Std.</b>	114.8	137.2		128.2		87.6		63.9	107.64	120	190.36	103.86	139.06	250.50	216.92	194.54	166.85	87.18	206.53	198.4	153.0	216.57	
<b>Day: 5</b>																							
<b>Sum.</b>	3581	103.8	11.8	511.8	57.2	127.1	31.9	334.0	37.06	4959	1,701.26	35.11	192.64	2.73	2.45	34.32	2.10	485.79	5.62	1586.4	2091.8	21.82	
<b>Var.</b>	769.5	40.3		136.8		10.1	31.9	34.0	12.06	659	801.26	3.11	113.64	1.53	1.12	18.32	0.80	85.79	3.22	266.4	841.6	6.82	
<b>% of Std.</b>	127.9	164.8		136.5		108.6		111.3	148.75	116	198.03	109.72	258.18	227.08	185.05	214.47	161.15	121.45	233.86	120.7	187.3	145.47	
<b>Day: 6</b>																							
<b>Sum.</b>	3484	94.6	10.9	483.9	55.9	129.6	32.9	251.3	28.66	5229	1,827.43	38.11	174.72	2.24	2.27	30.03	1.65	340.67	3.37	1941.9	1511.6	19.92	
<b>Var.</b>	634.4	31.6		108.9		9.6	32.9	(48.7)	3.96	1279	1,027.43	6.11	99.77	2.04	1.67	14.33	0.38	(58.14)	1.17	641.9	861.8	4.92	
<b>% of Std.</b>	123.7	150.2		129.0		108.2		83.8	114.65	131	214.16	119.08	232.96	270.25	228.54	189.56	129.48	85.24	148.75	149.4	144.9	132.77	
<b>Day: 7</b>																							
<b>Sum.</b>	3479	103.4	11.9	510.8	58.7	111.2	28.8	431.9	28.84	5549	973.41	37.88	148.32	3.53	3.14	38.08	2.10	455.52	3.79	2109.6	2089.0	35.58	
<b>Var.</b>	678.5	40.4		135.8		(5.8)	28.8	131.9	3.84	1849	72.41	5.88	71.32	2.33	1.84	22.06	0.93	39.50	1.28	809.6	645.0	21.58	
<b>% of Std.</b>	124.2	164.1		136.2		95.1		144.0	115.56	139	108.05	118.37	188.10	283.92	241.62	237.97	161.15	109.88	156.83	162.3	167.6	243.86	
<b>Avg.</b>	3523	87.3	11.9	507.3	57.6	122.4	31.3	250.6	31.41	4813	1,810.80	37.38	155.04	3.46	3.13	33.97	2.13	441.04	4.20	1892.8	1996.7	27.21	
<b>Std.</b>	2602.0	33.0		375.0		117.0	<= 0.00	300.0	25.00	4000	800.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
<b>Var.</b>	723.3	34.3		152.3		3.4	31.3	(1.4)	6.41	813	710.80	5.38	80.94	2.26	1.83	17.97	0.83	41.04	1.80	590.8	746.7	12.21	
<b>% of Std.</b>	126.0	154.4		135.3		104.6		98.5	125.63	123	178.08	116.82	207.62	288.54	246.85	212.33	163.70	110.26	174.93	145.4	159.7	181.41	

Amounts in red include missing (unknown) nutrient values

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### Cycle Menu - Weekly Nutritional Analysis

5/5/2015 1:37PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ; Juvy; 3500 Cal; Rebid 2015  
 Age Group: Male/Female 9-18 Years Old DRI-RDA

Period: All      Week: 3      Avg. Method: Weighted      Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Nia (mg)	Vit B6 (mg)	Folia (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fe (mg)	
Std.	2800	83.0		375.0		117.0	== 0.00	300.0	28.00	4000	900.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
Day: 1																							
Sum.	3248	89.8	11.1	470.7	58.0	111.5	30.9	141.9	33.90	3665	1,810.42	30.98	113.50	2.47	2.43	24.70	2.30	383.24	4.21	1527.8	1485.6	18.83	
Var.	447.7	26.8		95.7		(5.5)	30.9	(156.1)	8.90	(335)	610.42	(1.04)	40.50	1.27	1.13	8.70	1.00	(6.78)	1.81	227.8	235.9	3.83	
% of Std.	116.0	142.6		125.5		95.3		47.3	135.80	92	167.82	96.74	154.00	206.66	187.23	154.36	177.08	98.31	175.84	117.5	118.9	125.51	
Day: 2																							
Sum.	3231	101.6	12.6	451.2	59.9	113.9	31.7	302.7	39.40	3817	1,854.77	34.40	143.34	2.96	2.63	31.78	2.78	758.49	3.15	1704.6	1658.1	34.84	
Var.	431.2	38.0		78.2		(3.1)	31.7	92.7	14.40	(183)	1,054.77	2.40	68.34	1.78	1.53	15.78	1.48	358.49	0.75	404.6	408.1	19.84	
% of Std.	115.4	101.3		120.3		97.3		130.9	157.82	95	212.289	107.51	191.11	246.75	202.46	158.48	213.46	189.12	131.42	131.1	132.8	230.98	
Day: 3																							
Sum.	3874	93.1	10.1	520.1	58.6	140.4	34.4	158.6	35.82	3487	1,918.51	39.45	139.02	3.09	2.75	38.23	2.39	527.38	3.40	1843.3	1973.0	21.47	
Var.	873.8	30.1		145.1		23.4	34.4	(143.4)	10.82	(513)	418.51	7.45	84.02	1.88	1.45	23.23	1.08	127.38	1.08	543.3	723.0	6.47	
% of Std.	131.2	147.8		138.7		120.0		52.2	142.48	87	146.50	123.27	185.35	257.88	211.82	245.21	183.48	131.85	144.04	141.8	157.8	143.11	
Day: 4																							
Sum.	3218	114.7	12.7	517.3	57.2	122.9	30.6	378.1	42.81	4347	1,332.81	38.72	175.84	3.13	2.61	40.12	2.61	758.68	5.58	1823.5	2362.5	24.85	
Var.	516.5	51.7		142.3		5.9	30.6	76.1	17.81	347	682.81	4.72	100.84	1.83	1.31	24.12	1.31	358.03	3.18	323.5	1132.5	9.85	
% of Std.	129.2	182.0		137.9		105.0		125.4	171.22	109	148.10	114.74	234.45	261.00	200.48	250.72	200.89	188.02	232.33	124.9	169.6	165.88	
Day: 5																							
Sum.	3731	107.6	11.5	535.5	57.4	127.6	30.8	239.5	32.70	5525	1,382.95	39.44	146.60	3.92	3.30	36.97	2.06	521.83	3.95	1638.8	2255.5	24.33	
Var.	930.0	44.6		160.5		10.6	30.8	(80.5)	7.70	1525	482.95	7.44	71.69	2.37	2.00	20.97	0.76	121.03	1.65	638.8	1805.5	9.33	
% of Std.	133.2	170.8		142.8		109.1		75.8	130.80	138	153.66	123.25	195.45	267.33	253.69	231.63	156.77	130.26	164.48	149.1	190.4	162.22	
Day: 6																							
Sum.	3775	94.1	10.0	551.4	58.4	132.3	31.5	175.4	32.84	4861	1,428.88	39.58	135.91	3.11	3.05	37.54	2.68	363.81	4.84	2003.8	1803.8	33.98	
Var.	975.2	31.1		173.4		15.3	31.5	(124.6)	7.84	861	688.88	7.58	80.61	2.11	1.75	21.54	1.38	(18.36)	2.54	703.8	653.8	18.98	
% of Std.	134.8	149.3		147.0		113.1		58.5	131.36	122	188.37	123.68	180.82	275.75	234.54	234.61	205.92	95.91	205.83	154.1	182.3	226.37	
Day: 7																							
Sum.	3389	94.4	11.1	485.1	57.4	119.7	31.8	419.7	33.58	5038	2,417.94	35.37	148.05	2.54	2.49	32.57	1.63	228.19	2.81	1737.3	1955.0	18.95	
Var.	588.7	31.4		111.1		2.7	31.8	159.7	8.58	1039	1,517.94	3.37	73.05	1.34	1.19	6.57	0.33	(71.91)	0.61	437.3	708.0	3.95	
% of Std.	121.0	148.9		129.6		102.3		139.9	134.30	126	268.56	110.53	197.40	211.42	191.85	141.00	123.23	82.03	121.04	133.0	166.5	120.38	
Avg.	3523	99.3	11.3	504.0	57.3	124.0	31.7	271.7	35.83	4362	1,629.28	38.58	143.42	3.01	2.75	33.27	2.35	323.72	4.03	1768.4	1944.9	25.29	
Std.	2000.0	83.0		375.0		117.0	== 0.00	300.0	28.00	4000	900.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1250.0	15.00	
Var.	723.4	36.3		129.8		7.0	31.7	(28.3)	10.83	382	729.28	4.56	88.42	1.81	1.45	17.27	1.05	122.72	1.63	488.4	694.9	10.29	
% of Std.	126.0	157.7		134.6		108.0		90.6	142.34	110	181.00	114.25	191.23	250.75	211.69	207.80	180.88	130.83	167.81	136.0	155.5	168.60	

Amounts in red include missing (unknown) nutrient values.

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### Cycle Menu - Weekly Nutritional Analysis

5/5/2015 1:37PM

Profit Center: NOSS - VP  
 Location: Downers Grove Regional Office  
 Service Area: NOSS Main (template only)  
 Menu Name: Gila, AZ, Juvy, 3500 Cal, Rebid 2015  
 Age Group: Male/Female 6-18 Years Old DRI-RDA

Period: All Week: 4 Avg. Method: Weighted Blank cells represent missing (unknown) nutrient values

	Calories	Pro (g)	% of Calories	CHO (g)	% of Calories	Fat (g)	% of Calories	Chol (mg)	Fiber (g)	Na (mg)	Vit A (RAE)	SFA (g)	Vit C (mg)	Vit B1 (mg)	Vit B2 (mg)	Na (mg)	Vit B6 (mg)	Folate (mcg)	Vit B12 (mcg)	Ca (mg)	P (mg)	Fo (mg)	
<b>Std.</b>	3623	93.0	25.7	378.0	10.4	117.0	3.2	300.0	25.00	4000	900.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1200.0	15.00	
<b>Day: 1</b>																							
<b>Sum.</b>	3608	102.4	11.5	515.5	57.3	128.7	31.7	220.7	33.10	4790	1,378.80	37.51	191.38	3.74	3.25	38.98	2.13	525.85	3.85	1830.6	1956.2	22.85	
<b>Var.</b>	501.5	40.4		140.5		9.7	31.7	(99.3)	8.10	790	479.84	5.61	118.35	2.54	1.95	23.96	0.84	125.85	1.25	530.6	708.2	7.85	
<b>% of Std.</b>	129.6	154.1		137.5		108.3		73.6	132.39	120	153.32	117.53	258.15	311.50	240.82	248.59	164.23	131.45	152.17	140.8	155.7	151.01	
<b>Day: 2</b>																							
<b>Sum.</b>	3335	101.9	12.2	477.3	57.3	113.0	30.5	424.3	37.23	4592	1,767.39	35.58	157.52	3.09	2.68	29.83	2.08	513.09	3.01	1587.5	2012.6	21.03	
<b>Var.</b>	534.5	38.9		102.3		(4.0)	30.5	124.3	12.23	502	287.39	4.58	82.53	1.89	1.38	13.83	0.71	113.09	0.61	287.5	782.6	6.89	
<b>% of Std.</b>	118.1	151.7		127.8		93.6		141.4	148.92	116	189.60	114.31	210.03	267.08	208.31	188.45	155.15	128.27	125.40	122.1	161.0	145.95	
<b>Day: 3</b>																							
<b>Sum.</b>	3522	101.5	10.3	585.4	63.7	128.4	29.0	134.9	45.80	3950	1,358.80	33.09	144.38	3.81	2.95	38.79	2.94	1023.78	4.11	2218.1	2389.1	37.44	
<b>Var.</b>	1122.3	38.5		220.4		9.4	29.0	(185.1)	20.80	(32)	458.80	1.08	69.95	2.61	1.65	22.78	1.64	823.78	1.71	518.1	1149.7	22.44	
<b>% of Std.</b>	140.1	151.0		156.6		108.0		45.0	182.38	89	150.77	103.41	163.31	317.67	228.54	242.48	226.31	255.94	171.13	170.8	192.0	249.81	
<b>Day: 4</b>																							
<b>Sum.</b>	3180	91.0	11.4	453.7	57.1	112.5	31.8	337.5	34.38	4941	2,268.80	35.27	170.32	2.44	2.25	20.23	1.62	323.85	2.75	1474.4	1389.4	18.46	
<b>Var.</b>	350.4	28.0		75.7		(4.5)	31.8	37.5	8.25	541	1,346.90	4.27	95.33	1.24	0.95	4.23	0.32	(78.15)	0.35	174.4	130.4	5.46	
<b>% of Std.</b>	113.6	144.1		121.0		95.2		152.3	137.45	116	249.66	113.35	227.10	203.08	173.00	129.42	124.92	80.96	114.71	113.4	118.4	123.67	
<b>Day: 5</b>																							
<b>Sum.</b>	3634	92.8	10.2	543.1	59.7	120.5	29.8	201.3	32.65	6913	1,175.64	39.56	152.73	3.19	2.90	33.86	2.53	286.26	4.89	1635.8	1848.0	35.47	
<b>Var.</b>	838.1	29.8		168.1		3.5	29.8	(98.7)	7.65	1013	275.64	7.58	86.73	1.99	1.69	17.88	1.23	(1.74)	2.49	525.8	595.8	20.47	
<b>% of Std.</b>	129.9	147.3		144.8		103.8		67.1	130.58	125	130.61	123.81	207.84	265.67	229.65	211.73	184.38	89.58	203.67	148.8	147.9	236.45	
<b>Day: 6</b>																							
<b>Sum.</b>	3463	106.9	12.3	483.8	58.2	123.7	32.1	375.3	38.58	3858	2,251.25	35.00	150.18	2.84	2.50	40.84	2.65	518.02	5.59	1809.2	2157.6	21.98	
<b>Var.</b>	553.4	43.8		111.8		8.7	32.1	75.3	13.58	(144)	1,351.25	3.00	75.18	1.64	1.28	24.64	1.32	118.02	3.10	409.2	987.5	6.98	
<b>% of Std.</b>	123.7	159.7		129.8		105.7		125.1	154.24	95	250.14	159.36	200.24	235.42	182.54	253.97	205.77	129.50	232.85	139.2	172.8	145.39	
<b>Day: 7</b>																							
<b>Sum.</b>	3382	102.0	12.1	488.3	57.8	113.7	30.3	244.2	29.59	5142	1,293.18	38.89	203.89	3.55	3.17	35.40	2.01	515.71	2.89	1883.1	1843.6	22.55	
<b>Var.</b>	581.5	39.0		113.3		(3.3)	30.3	(55.8)	4.59	1142	393.18	4.89	128.89	2.35	1.87	19.40	0.71	113.71	1.23	583.1	853.9	7.55	
<b>% of Std.</b>	126.8	162.0		130.2		97.2		61.4	118.35	129	143.69	135.27	271.85	298.00	244.08	221.26	154.48	128.43	151.13	144.9	147.5	150.33	
<b>Avg.</b>	3203	90.9	11.4	505.0	57.1	119.5	30.7	276.6	35.67	4690	1,641.68	35.43	167.72	3.24	2.83	34.71	2.27	545.22	3.95	1816.8	1943.0	23.77	
<b>Std.</b>	2690.8	63.0		375.8		117.2	30.6	300.0	25.00	4000	900.00	32.00	75.00	1.20		16.00	1.30	400.00	2.40	1300.0	1200.0	15.00	
<b>Var.</b>	703.2	35.9		133.6		2.5	30.7	(23.1)	10.87	880	741.58	4.43	52.73	2.04	1.83	18.21	0.97	145.22	1.52	519.8	693.0	10.77	
<b>% of Std.</b>	126.0	158.8		125.6		102.1		92.3	147.47	115	182.40	113.83	221.02	268.63	217.43	213.17	174.89	136.30	164.44	146.0	155.4	171.83	

Amounts in red include missing (unknown) nutrient values.

The information contained in this report is for informational purposes only and is derived from manufacturers' labels, packaging and inserts and from information publicly available by the United States Department of Agriculture. ARAMARK is not responsible for and cannot guarantee the accuracy of any of the nutritional information contained in this report. Ingredients and menu items are subject to change without notice. Information contained in this report is not intended for, nor is it a substitute for, advice from a physician or other healthcare professional. You should not use the nutritional information in this report for the diagnosis or treatment, or any health claim, condition or ailment or for the prescription or taking of any medication, drug or nutritional, herbal or homeopathic substance.

## FOOD SUPPLY CHAIN MANAGEMENT

Aramark's corporate Supply Chain Team sets standards for suppliers that ensure we start with safe, quality food at a fair price. We leverage our excellent reputation and market status for you. Our supply chain principles are:

- Ensure safety.
- Align programs to the buying needs of each unit.
- Integrate food supply chain management with your operations.
- Purchase appropriate quality products that demonstrate the best performance and value.

**Our dietitians and supply chain professionals develop specified products that are flavorful and cost effective** by working with manufacturers. Our partners include Tyson®, Butterball, and Gilster-Mary Lee. We also work with distributors to create the most efficient distribution system, as transportation costs can dramatically affect food costs.

**Our specified products rationale focuses on the following areas:**

- Safety (Hazard Analysis and Critical Control Point [HACCP]-inspected plants)
- Consistency of product results
- Balance of quality, nutrition, and cost
- Leveraging partnership resources
- Brand equity
- Client value

## FOOD SAFETY

Aramark purchases only from manufacturers that are USDA approved to ensure food is safe and meets industry standards. The Aramark Safety and Risk Control Team establishes global food standards composed of four areas:

- Supplier standards
- Personal hygiene standards
- Site standards
- Product and process standards

**Our Standards of Operations Program is based on the standards of the Sanitation and Food Safety Manual and HACCP.** HACCP standards are incorporated into our Standards of Operation for each meal, day, week, and month, as required by HACCP. Our Standards of Operation mandate frequent food handling safety inspections by our food service director.

## STANDARD PURCHASING SPECIFICATIONS

Food items are purchased only from plants that are compliant with food safety standards and have the manufacturer's and distributor's assurance of safe handling. Grading of food products is voluntary and uncommon in the corrections industry. In the event that Gila County Detention Center would like to use graded items in its menus, Aramark can arrange grading with the manufacturers; however, price increases may apply due to the added costs associated with the voluntary grading process. Products are reviewed and approved by Aramark's registered dietitians to ensure they meet resident acceptability and nutritional standards. Child nutrition (CN) labels or Manufacturer Product Analysis Forms are required for all processed meat products served at breakfast and lunch for school nutrition reimbursed programs.

### Meats

Meats are purchased only from USDA-inspected plants. Samples, with nutritional data, must be submitted to our registered dietitians for prior approval. All must meet offender acceptability standards.

### Fresh Produce

Fruits: 138 count (medium size) petite bananas—U.S. No. 1 or comparable quality

Produce: U.S. No. 1 or comparable quality

### Canned or Frozen Produce

Extra standard or standard, based on availability for institutional pack

### Milk or Morning Beverage

With calcium and vitamin D

### Fruit Drink

Vitamin C enriched, saccharin sweetened

### Coffee

Freeze dried



## PRODUCT RECALL

If a product is recalled, our comprehensive supply chain system allows for immediate tracking of the origin of that product, so action is decisive and immediate.

## USDA COMMODITIES

Aramark will assist in the acquisition of federal commodities for the facility, if available. All usable commodities will be blended into the menu and credited, per the USDA.

## PORTION SIZES

Casserole portions and entrée portions made from scratch are based on weight measurements after the food has been cooked. All entrée portions listed on the menu that are purchased fully cooked are based on weight measurements prior to reheating, per the manufacturer's tolerance specifications.

## FEEDBACK

### GRIEVANCE PROCEDURES

The front-line manager and facility administration determine in advance how routine complaints will be handled. Aramark recommends we participate in the facility staff meetings to stop problems before they become grievances. Standard Aramark procedures for dealing with grievances are as follows:

- Read grievances carefully and respectfully.
- Check thoroughly to determine if the complaint is valid.
  - If Aramark is at fault, correct the problem.
  - If it is not an Aramark problem, follow the administration's usual policy.
- After proper investigation, grievances will be responded to by Aramark.
  - A grievance response sheet will be completed.
  - Administration will be informed in writing of complaint resolution.

Aramark's manager will be responsible for following up on the complaint to ensure the problem has been resolved for the next meal period.

### LISTENING INTENTLY

To achieve the goal of meal satisfaction, we must have feedback. We conduct surveys with the following:

- Offenders
- Correctional officers
- Client administration

These surveys are conducted regularly, and the results are provided to the Dietitian Team for necessary adjustments. Our registered dietitians take the survey feedback, combine it with Aramark and external audit reports, and adjust menus and recipes to ensure we achieve your goals.

Our district managers and registered dietitians consult with Gila County Detention Center to review feedback results and proposed adjustments. Any changes in menu and recipes are communicated via PRIMA to teams in food supply chain management and operations, and the process continues.

While we will provide information and insight, Gila County Detention Center controls any and all menu changes. With implementation of Beyond the Tray, we treat the menu as an ever-changing process requiring ongoing adjustments to ensure meal acceptance.

## Energy Conservation

**Inefficient use of energy results in increased costs and unnecessary depletion of energy supplies.** While equipment modification or replacement is one proven method of reducing energy costs, there is a less costly method of conserving energy that will also produce results.

### Cooking

**Approximately half of the total energy consumed in food service is used to cook and store food—most is used by the cooking equipment.** Unfortunately, 60 percent of this energy is not used to actually cook the food. We can substantially reduce this loss through our procedures:

- Cook in the largest volume possible.
- Cook at the lowest temperature that still yields satisfactory results.
- Use steam cookery as much as possible, as it is the most efficient form of energy.
- Avoid unnecessary, open frying, broiling, and griddle cooking.
- Reduce heat loss by carefully monitoring preheat times.
- Turn off equipment when not in use.



### Refrigeration

**Aramark Correctional Services implements procedures that focus on minimal opening of refrigerator doors, safe handling refrigeration of hot food, storage of refrigerated items, and strip curtain installation on walk-in doors.**

### Lighting

**Our policy includes turning off unnecessary lights and re-lamping to lower voltage bulbs whenever possible.** Additionally, staff is trained to remove fluorescent bulbs in areas where rows of ceiling lights exist.



### Dishwashing

**Utensil sanitation consumes approximately 13 percent of a food facility's energy budget.** This energy usage is reduced with our standard procedures, which focus on full dishwasher loads, automatic devices for dishwasher shutdown, pre-programmed rinse cycles or final rinse control devices, and periodic temperature reading checks.

### Hoods

**Exhaust hoods are the largest single users of energy in a food service facility.** For this reason, our policy addresses turning off the exhaust fan when not required, saving energy and easing the load on the heating and cooling system as a result of drawing less air from the kitchen.

### Product Packaging

**Aramark's Supply Chain Management Team works with manufacturers to package products efficiently to control costs and reduce waste.**

## TRAINING - EXECUTION IS CRITICAL.

Excellent operation plans require laser focus on execution at your site. Aramark uses the following employee training programs to ensure your operations are executed as designed:

Standards of Operation (please see page 3.5)

STARS employee hiring, training, and development

H.O.M.E. offender management and motivation



### 1) STARS

#### Employee Training and Development

- S** — Select
- T** — Train
- A** — Award
- R** — Retain
- S** — Strive



Our work inside correctional facilities for more than 35 years has taught us who will be successful in your environment—and who will not. After recruiting and selecting the best of the best, Aramark focuses on the development of each employee to prepare for their present job responsibilities while setting the stage for continuous career growth.

Aramark Correctional Services provides a full spectrum of quality training and development for employees in accordance with ACA guidelines. Training occurs in numerous planned events:

- Classroom
- On the job
- On site
- E-learning

After an employee is hired, STARS includes a comprehensive orientation to teach the employee how to work effectively in a correctional facility. Following this orientation, employees participate in a series of trainings to teach the awareness, skills, and practical tools they'll need to succeed.

### Training will include these programs:

- **OPS 101**—This program is designed to give new associates a basic understanding of key food service concepts and practices, while introducing OP-X as the way to run effective and efficient kitchens in a standardized and professional manner. OPS 101 includes the following 10 modules:
  1. Setting the Stage for Security
  2. Creating a Safe Work Environment
  3. Introduction to Food Safety
  4. Receiving and Storage
  5. Sanitation
  6. Population
  7. Pulls
  8. Production
  9. Portioning
  10. Post Analysis
- **Safe S.T.E.P.**—A safe workplace is essential. All Aramark Correctional Services employees are required to complete Safe S.T.E.P. training within the first week of their employment. This online training employs a systematic process of observation, assessment, and communication to assess and react appropriately to safety standards. Employees receive recognition throughout the year for maintaining a safe and accident-free operation.
- **ergoTEC**—The ergoTEC (Targeted Exposure Control) process is designed to reduce exposure to the ergonomic risks that lead to musculoskeletal injuries.
- **ServSafe**—Aramark Correctional Services has an ongoing commitment to providing ServSafe training to its managers. This nationally recognized program provides a standard certification in core food service operations.
- **LEAD**—This multifaceted development program is designed to prepare new managers to successfully operate a facility. Over the course of 10 weeks, new managers are coached and trained by LEAD trainers (experienced food service directors) in a designated correctional training facility. LEAD also includes a one-week classroom program to further introduce new managers to Aramark Correctional Services' functions, culture, management practices, and business goals.



- **15-Minute Training Series**—All front-line employees receive monthly in-service training on a variety of subjects to improve their knowledge and skills. Policies, procedures, and operational requirements are incorporated into the training. It includes:

- Trainer scripts
- Interactive training activities
- Spot checks to ensure proficiency
- Follow-up



- **Security Training**—Offender supervision and manipulation are key competencies to ensure security. Aramark's H.O.M.E. team training prepares all employees to develop these skills. Additionally, Aramark is willing to attend any facility-specific trainings on site in collaboration with the facility staff.

**Individual training and development is a key priority. We create an individual development road map to ensure that each employee's needs are addressed.** All training is conducted on a regular basis to meet, at a minimum, the 40-hour ACA annual training requirement. All training is documented and kept on record when completed.

## 2) H.O.M.E. TEAM TRAINING

### HANDLING OFFENDER MANIPULATION EFFECTIVELY

This program provides practical tools and knowledge to help employees navigate the unique demands of the corrections environment. It is available in:

- Classroom format
- On site in facilities
- 45-minute DVD self-paced training

In addition, refresher trainings on the core concepts taught in the program are presented quarterly to ensure that how to appropriate work and supervise offenders is always top-of-mind for all employees.

#### Offender Training and Supervision

Aramark Correctional Services managers prepare a standard work routine for each position. This work description tells the offender what to do by the time of day. By coordinating all routines, the manager ensures each job will be completed every day. For a new offender, we supplement the routine sheet with verbal instructions and demonstrations.

#### Offender Four-Step Training Method

##### Step 1—Teach

Instructor demonstrates.  
Participant observes.

- Outline objectives of the work project:
  - Key points
  - Operation standards
- Emphasize the importance of the work project and how it relates to the overall team.
- Identify what should be learned by the end of the training.
- Check for understanding and offer conclusions.
- Summarize key points.



### Step 2—Show

Instructor demonstrates.

Participant assists.

- Demonstrate the work project.
- Explain the reasons for each step.
- Set the standards for performance.



### Step 3—Do

Participant demonstrates.

Instructor assists.

- Observe the offender executing the work project.
- Correct errors with constructive criticism.
- Reverse roles:
  - Offender explains the sequence.
  - Offender explains why he or she is doing it that way.
  - Offender explains to the trainer what is done wrong and why.
- Allow for additional practice.

### Step 4—Review

Participant demonstrates.

Instructor observes.

- Allow each person to practice.
- Encourage questions and check for understanding.
- Confirm standards and evaluate performance.

## IN2WORK: SKILLS FOR A FUTURE

Aramark Correctional Services understands that employment is a key factor in affecting recidivism rates. Correctional facilities typically use offender labor to promote more responsibility and provide offenders with job opportunities after their release. Our IN2WORK (I2W) Program is a solution that trains selected offender workers in the food service operation and certifies that they have successfully completed vocational training.

IN2WORK provides offenders the opportunity to learn foundational food and retail skills. Through a comprehensive curriculum that entails both classroom and on-the-job components, offenders learn all aspects of working in an institutional kitchen and through Aramark's FreshFavorites Program, the opportunity to learn the basics of working in retail.

Participants also have the opportunity to take the ServSafe certification exam, which carries a nationally recognized and sought-after certification and acts as a differentiator when offenders look for employment upon release.

IN2WORK also aims to teach offenders accountability, responsibility, pride, and discipline through giving each participant their own workbook and requiring structured prework, classroom participation, solid attendance, quizzes, and tests. The program also aims to motivate participants by making the program engaging, relevant, and taught at an appropriate reading level.



**Classroom instruction is the foundation.** Kitchen Basics is composed of at least 15 hours of classroom instruction, Retail Basics includes at least 14 hours, and ServSafe requires a minimum of eight hours. In addition, offenders need to work at least 30 to 40 hours per week in the kitchen, receiving on-the-job instruction that complements the classroom instruction.

### **Kitchen Basics Module**

- Proper hygiene
- Safe use of equipment
- Sanitation
- Food safety, production, and storage
- ServSafe training and certification (optional)



### **Retail Basics Module**

- Food retail marketing
- Customer service
- Basic business concepts
- Impact of repeat business and customer loyalty
- Hands-on experience in retail production through the FreshFavorites Program

### **Implementing IN2WORK**

- **Design**—Aramark and Gila County Detention Center agree on the structure and support that is required to make IN2WORK successful.
- **Participants**—Offender candidates are interviewed for placement in IN2WORK. Candidates must meet the following qualifications:
  - Must be at least 18 years old in an adult facility
  - No physical or medical condition that would prohibit working in food service
- **Course**—Those accepted participate in classroom and on-the-job training, including homework, quizzes, and a final exam.
- **Workbook**—Participants receive a student workbook to capture and track their learning. This workbook serves as a reference tool after the program ends.
- **Instructor**—Aramark facilitates IN2WORK using a standardized instructor's guide.
- **Certification**—Successful completion earns offenders a certificate from Aramark, and if they've completed the ServSafe training, a ServSafe certificate from the National Restaurant Association.

## Benefits of IN2WORK

- Offenders have an opportunity to learn in a structured training program, boosting self-esteem and providing a recognizable certificate.
- IN2WORK certification may help open doors to employment upon release.
- Successful re-entry contributes to reduced recidivism. Research shows that this type of program provides offenders the skills to find meaningful employment and the values and discipline needed to become productive citizens.
- The FreshFavorites component of Retail Basics creates a more efficient, better-functioning kitchen.



**IN2WORK**  
SKILLS FOR A FUTURE

# LAUNDRY SERVICE OPERATIONS PLAN

## OUR COMMITMENT TO YOU

Aramark understands the critical nature of our industry. We will work with the facility administration to offer a program acceptable to the inmate and resident populations and guarantee our program will meet or exceed all required standards.

## APPROPRIATE STAFFING LEVELS

Aramark Correctional Services will provide an experienced correctional team for the necessary supervision in these facilities. Aramark wages and benefits are the best in the industry. The only way to attract and keep the best people is to offer the best compensation.

## STRINGENT INMATE SUPERVISION

Aramark Correctional Services will closely supervise the inmate labor to ensure adequate security procedures and proper conduct at all times.

## CLEAN AND SAFE OPERATION

A comprehensive sanitation program will be implemented at the locations, as well as our Safety Program. Our programs are corrections tested and will ensure passing inspections.

## EXPERIENCED CORRECTIONAL MANAGED SERVICE COMPANY

Aramark Correctional Services specializes in correctional services. Since 1976, we have been meeting the daily needs of the correctional market. Our expertise is centered in the correctional environment; we understand all of the components of managing services in a secured facility.

## SECURITY

Aramark Correctional Services will work with your facility security procedures, as well as implement our own security systems. Our Security Program is discussed in detail in the Security Section of this proposal.

## FLEXIBILITY

Our business is not black and white; Aramark staff must keep apprised of changing situations and last-minute needs that will surface. This requires a sense of urgency, as well as frequent and candid communication with all members of the jail administration. Our program will be flexible to meet your needs. It is not our policy to “sell you our program” but to custom design a program that meets your objectives and needs.

## OPEN COMMUNICATION WITH STAFF

Aramark Correctional Services will attend staff meetings, with facility approval, to maintain a close working relationship with the administration and correctional staff. Our goal is to be an integral part of the team. We will meet regularly with the administration to resolve any problems immediately.

## OPERATIONS PLAN

Our program provides direct, daily supervision of the laundry operations and the inmates. Based on our analysis, it appears that production can be accomplished within a five-day workweek. Hours of the operation and numbers of inmates for each operation will be adjusted based on volumes of production.

Aramark Correctional Services will closely supervise the inmate labor to ensure adequate security procedures and proper conduct at all times.

## TARGETED INMATE TRAINING

Aramark Correctional Services, in conjunction with our strategic partner, Ecolab, will provide initial and ongoing training for inmates in order to deliver consistent quality. Additionally, Aramark will implement a Safety Program within the laundry operations.

Training will include areas such as:

- Universal precautions and proper use of gloves
- Sorting of items
- Material Safety Data Sheets (MSDS)
- Work-site chemical inventory listing (ensuring MSDS exist and are on file for each chemical inventoried on site)
- Proper loading and unloading of washers and dryers
- Fire hazards and safety procedures with chemical utilizations
- Identification of damaged items for scheduled replacement

# SECURITY

The safety, security, and welfare of offenders and staff in your facility are critical. Food and Laundry service can support this mission-critical goal. We understand that consistent and standardized operations contribute to a strong security program. Aramark understands that no facility faces the same security challenges, so we customize our procedures to best accommodate your needs.



## ARAMARK CORRECTIONAL SERVICES SECURITY POLICY

As a company that specializes in seamless integration, we understand the need for strict security policies. We will work with Gila County Detention Center to achieve the following security deliverables:

- **Kitchen security**—Manage and maintain a safe and secure kitchen environment for offenders, staff, and officers.
- **Security audits**—Provide regular security inspections and oversight to ensure your expectations are realized.
- **Security training**—Provide scheduled training to staff and offenders on security procedures and protocols.

**We adapt to your security policies.** While our policies have been built on more than 35 years of corrections experience, we understand that our security procedures must fit the security policies of your facility.

## ARAMARK CORRECTIONAL SERVICES STANDARD POLICIES

- **Abide by your standards**—All food service staff functions will be executed in accordance with the security policies, procedures, and guidelines of your facility.
- **Trained in your policies**—We understand that each person is responsible for his or her own actions relative to security.
- **Clearances**—All staff members must obtain and maintain security clearance as a condition of employment with Aramark Correctional Services.
- **Security briefings**—The food service director arranges security briefings for new employees. The facility administrator will determine length and time of the security briefing program.
- **Documentation**—Documentation of the security briefing is placed in each employee's personnel file.
- **Signed affirmation**—Each staff member signs an affirmation regarding his or her duties relative to security and continued employment.
- **Client updates**—The food service director regularly reviews our security procedures and compliance with the client.
- **Utensil shadow boards**—Secured shadow boards are used for serving and preparation utensils, particularly in offender labor scenarios.
- **Food product controls**—We ensure strict control over food products that could be used in making contraband.
- **Food as offender currency**—We eliminate to the fullest extent possible the use of food products as offender currency.

## ARAMARK SECURITY OPERATIONAL PROCEDURES

Our Security Program is built on a firm foundation of the following elements:

- Key control
- Elimination of contraband
- Elimination of potential weapons
- Vandalism control

### Key Control

Aramark Correctional Services will continue to abide by the established key control policies of Gila County. Our food service directors have a set of internal security keys to such areas as walk-ins, storerooms, and spice cabinets. According to our policy, offenders never receive keys to storage areas or have access to keys. All external security keys for doors and loading docks are in the possession of correctional officers only.

## Elimination of Contraband and Potential Weapons

Aramark trains our staff that certain items have a greater value within correctional facilities than in the outside world. Our policy ensures that each food service director is aware of the items considered contraband by Gila County Detention Center. Our corrections experience has shown that some items are controlled in all facilities:

- **Medication**—This includes all prescription and nonprescription medicines, as well as syringes.
- **Potential Weapons**—According to our policy, any article that could be used as a weapon is considered contraband (such as knives, fingernail files, scissors, razors, hammers, chisels, forks, spoons, and pot lids).
- **Shadow Boards**—Our policy requires storage of all kitchen knives, cleavers, and sharpening stones on locked shadow boards in a highly visible location.
- **Offender handling of utensils**—Knives are tethered to work areas, and offenders cannot leave the area until all equipment is in place.
- **Food-related Items**—Certain sensitive food items are locked in storage areas and issued only as needed.
- **Cigarettes**—If smoking is allowed, cigarettes are the most popular form of contraband in many facilities.
- **Chemicals**—Cleaning chemicals can be potential weapons.

## Vandalism Control

Even under the closest scrutiny, vandalism to facility equipment may happen. When and if it occurs, we recognize the need to substantiate any offender acts of vandalism. We identify recurrent equipment failures and frequent repairs caused by vandalism for inclusion into our weekly and monthly OP-X audits and inspections. A remedy is then determined to limit or eliminate the recurring repair.

The remedies for such items and a listing of completed and incomplete work are addressed in monthly OP-X reports to the facility administrator. Remedies include charging offenders for damages (where the jurisdiction allows) and redesigning systems to reduce vandalism incidents.

## YOUR SECURITY POLICIES BECOME OURS

Written institutional procedures relating to custody and security are adopted by the food service director, in cooperation with the facility administrator, including:

- **Buildings and areas** considered within the supervisory, management, and maintenance control of the Food Service Department
- **Offender movement** both within and outside the department, which includes offender workers, the general population, and those activities related to the commissary
- **Offender behavior**, including offender training and the posting and enforcement of work rules and regulations
- **Kitchen supplies and control of supplies**, including ordering, storage, movement, and proper use of all items for which the Food Service Department has responsibility
- **Control of sensitive items**, including knives, cleavers, tableware, and other utensils
- **Consistent execution of security policies**, including collaboration between the food service director and your staff to maintain a uniform approach to custody and security

## ARAMARK CORRECTIONAL SERVICES STAFF SECURITY PRINCIPLES

Aramark staff must have a comprehensive understanding of correctional security requirements.

These team members are equipped with Aramark Correctional Services resources, solutions, and an approach based on core principles:

- **Food service directors understand the role of food service in a correctional institution.** Our more than 35 years of experience help us train staff and teach them to make quick, sound decisions and accept authority.
- **We train our food service directors to operate seamlessly with Gila County Detention Center's staff** as a department head within the organization of the facility.
- **Our food service director is not a correctional officer or deputy.** While selected and trained in food service, he or she also is trained to be alert to problems that might develop within the facility.
- **Civilian employees will be present whenever the kitchen is open and in operation.** Offenders must never be left in the kitchen area without a civilian supervisor.
- **We hire staff members who can handle emergencies that arise.** Because of the potential for problems, supervisors must have experience directing offenders before being assigned to direct a unit by themselves.
- **We distinguish our food service staff with a distinctive, facility-approved uniform.** A dress code has been established for Aramark management personnel for each facility.



## MONTHLY SECURITY BRIEFINGS

Monthly security briefings are conducted for all Aramark staff by the food service director. Sample topics include:

- Securing of doors and gates
- Badges and identification
- Securing of cells and lockdown
- Discipline of offenders and food service responsibility
- Corrections officers—stations and relief
- Classification of offenders—housing assignments
- Various privilege levels of offenders
- Corrections officers' rounds
- Shakedown and contraband
- Offenders' visiting privileges
- Emergencies—response to facility fights, escapes, and offender injuries
- Daily count routine
- Use of force on offenders
- Court procedures
- Bookings, processing, and arraignment
- Transfer of offenders to another facility
- Offender worker status
- Medical clearance of offenders to work



## EMERGENCY CONTINGENCY

Aramark Correctional Services will respond to every emergency scenario with plans to ensure no offender misses a meal. We draw on our two key strengths:

- **Contingency plans are shaped by more than 35 years of corrections experience** with hurricanes, power outages, floods, riots, strikes, and tornadoes.
- **A network of sister facilities provide support, equipment, and alternative preparation sites.** We have partnered with correctional facilities to face emergency scenarios and sites in our other business units, such as colleges, universities, businesses, sports and entertainment venues, and schools.



### OUR EMERGENCY CONTINGENCY PROCESS

We will provide a three-day emergency menu designed for service on paperware developed by the district manager and the Aramark dietitian in the event that Gila County Detention Center is not operable during an emergency. We will submit this menu for approval upon award of the contract.

**In the event of a longer disruption:**

- The three-day menu can be repeated.
- Refrigeration will be maintained with the use of dry ice and cubed ice purchasers from our purveyors.
- No refrigeration, steam, or cooking gas is needed.

**The menu assumes that potable water is available for food preparation.** All attempts to follow this basic menu pattern will be made. Appropriate changes will be made by the front-line manager for the emergency at hand.

**Please see the following pages to review an example of our Emergency Contingency Plan.**

**No food service operation in a correctional facility will fulfill the needs of the facility unless it can react to emergency situations.** Because Aramark Correctional Services has a variety of correctional clients across the country, we have at one time or another experienced emergency situations that have included client employee strikes, blizzards, tornados, power failures, public transportation strikes, floods, and hurricanes.

**In all situations, we have contingency plans that allow us to continue service in spite of extreme circumstances.** In addition, we have the unique ability to call upon our sister companies for support, equipment, and alternative preparation sites, if needed.

**It is the intention of Aramark Correctional Services to provide our regular menu on time unless this becomes absolutely impossible.** Aramark has several safeguards built into our program to ensure continuity.

**We also maintain a staff of troubleshooters who are trained to respond to any event that may arise.** In addition, Aramark can utilize resources from our sister locations and companies to support an emergency scenario.

**In the event that the facility is not operable, Aramark Correctional Services submits the following overview of our emergency plans.** A short-term contingency menu developed by the district manager and the Aramark dietitian will be submitted for your approval upon award of the contract. The menu is designed for service on paperware.

**Aramark would immediately implement a three-day menu on disposable dishes until resumption of service.** In the event of a longer disruption, the three-day menu could be repeated. Refrigeration will be maintained by the use of dry ice and cubed ice purchased from our purveyors. The Food Service Management and Operation Agreement usually specifies that the County will bear any additional cost incurred during an emergency. No refrigeration, steam, or cooking gas are needed. The menu assumes that potable water is available for food preparation. All attempts to follow this basic menu pattern will be made. Appropriate changes will be made by the front-line manager for the emergency at hand.

## UTILITY CONTINGENCY MENU

### DAY 1

No refrigeration, steam or cooking gas is needed.

Assumes that potable water is available for food preparation.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

#### Breakfast

Fresh Fruit	
or Juice	1 ea. or ½ up
Dry Cereal	1 cup
Bread	4 slices
Peanut Butter	4 Tbsp.
Jelly	1 oz
**Milk—2%	8 oz
Sugar Packet	3 @

#### Lunch

Cheese	3 oz
Bread	4 slices
Condiments	2 @
Chips	1 @
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz

#### Dinner

Ham	3 oz
Bread	4 slices
Condiments	2 @
Chips	1 @
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz

\*\* Assumes that milk in coolers would be served at the meal following loss of electricity if coolers are kept closed and milk temperatures stay below 40° F. If milk is above 40° F, replace dry cereal with 2 more slices of bread and 2 more Tbsp. of peanut butter. Replace milk and sugar with fruit drink and 1 more jelly.

### DAY 2

No refrigeration is needed.

Assumes that potable water is available for food preparation.

Assumes that steam and cooking gas are available.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

#### Breakfast

Fresh Fruit	1 @
Hot Cereal	1 cup
Donut	1 @
Bread	4 @
Jelly	½ oz
Coffee	8 oz
Sugar Packet	3 @
Salt/Pepper	1 @

#### Lunch

Spaghetti	1 c
Meatless Sauce	½ c
Cheese	1 oz
Bread	4 @
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz
Salt/Pepper	1 @

#### Dinner

Peanut Butter	4 Tbsp.
Bread	4 slices
Jelly	1 oz
Chips	¾ oz
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz
Salt/Pepper	1 @

### DAY 3

No refrigeration is needed.

Assumes that potable water is available for food preparation.

Assumes that steam and cooking gas are available.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

#### Breakfast

Fresh Fruit	1 @
Hot Cereal	1 cup
Donut	
or Coffeecake	1 @
Bread	2 @
Jelly	½ oz
Coffee	8 oz
Sugar Packet	3 @
Salt/Pepper	1 @

#### Lunch

Nachos:	
Refried Beans	¾ c
Cheese Sauce	
(dry mix)	2 oz
Tortilla Chips	1 ½ oz
Hot Sauce	½ oz
Canned Jalapenos	
(if available)	3 sl.
Canned diced	
tomatoes drained	¼ c
Spanish Rice	¾ c
Vegetable	½ c
Iced Cake	1 @
Beverage	8 oz
Salt/Pepper	1 @

#### Dinner

Tuna & Noodles	10 oz
Bread	3 slices
Vegetable	½ c
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz
Salt/Pepper	1 @

This basic pattern can be repeated if needed to meet longer term needs, up to two weeks. Aramark Correctional Services dietitians are available to modify these menus to meet your needs as appropriate.

## SAMPLE LOCKDOWN MENU

	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	
BREAKFAST	Fresh Fruit	1 @	Fresh Fruit	1 @	Fresh Fruit	1 @
	Dry Cereal	1 oz	Dry Cereal	1 oz	Dry Cereal	1 oz
	Hard Cooked Eggs	2 @	Donuts	2 @	Hard Cooked Eggs	2 @
	Jelly	1 @	Jelly	1 @	Jelly	1 @
	Bread	4 @	Bread	4 @	Bread	4 @
	Margarine	1 @	Margarine	1 @	Margarine	1 @
	2% Milk w/A&D	8 oz	2% Milk w/A&D	8 oz	2% Milk w/A&D	8 oz
	Coffee	8 oz	Coffee	8 oz	Coffee	8 oz
LUNCH	Sugar	3 @	Sugar	3 @	Sugar	3 @
	T. Ham/Cheese	2 oz	T. Hot Dogs	2 @	Meatloaf	4 oz
	Chips	1 pack	Chips	1 pack	Chips	1 pack
	Fresh Fruit	1 @	Fresh Fruit	1 @	Fresh Fruit	1 @
	Bread	4 @	Buns	2 @	Bun	1 @
	Mustard	1 @	Mustard	1 @	Ketchup	1 @
	Cookies	3 @	Cookies	3 @	Cookies	3 @
	Fruit Drink	16 oz	Fruit Drink	16 oz	Fruit Drink	16 oz
DINNER	2% or Skim Milk	8 oz	2% or Skim Milk	8 oz	2% or Skim Milk	8 oz
	Country Patty	4 oz	Fish Square	4 oz	Turkey	3 oz
	Mashed Potatoes	1 c	Parsley Potatoes	1 c	Rice	1 c
	Mixed Vegetables	1/2 c	Carrots	1/2 c	Peas	1/2 c
	Bread	3 @	Bread	3 @	Bread	3 @
	Margarine	1 @	Margarine	1 @	Margarine	1 @
	Cookies	3 @	Cookies	3 @	Cookies	3 @
	Fruit Drink	16 oz	Fruit Drink	16 oz	Fruit Drink	16 oz
				Spaghetti & Meat Sauce	10 oz	
				Green Beans	1/2 c	
				Tossed Salad	1/2 c	
				Dressing	1/2 oz	
				Bread	3 @	
				Margarine	1 @	
				Cookies	3 @	
				Fruit Drink	16 oz	
				Chicken Patty	4 oz	
				Mashed Potatoes	1 c	
				Greens	1/2 c	
				Bread	3 @	
				Margarine	1 @	
				Cookies	3 @	
				Fruit Drink	16 oz	

All entrée portions including casseroles are cooked weight measurements.

Side dish portions including cooked cereals, starches, vegetables, salads and puddings are volume measurements.

Items which typically contain pork are poultry products unless indicated with an asterisk (\*). Imitation cheese with calcium is used.

## CONTINGENCY POLICIES

EVENT	SHORT-TERM SOLUTION	LONG-TERM SOLUTION
Strike by Supplier	Aramark Correctional Services would retain a minimum two-week supply of produce on the premises.	Change supplier to previously determine alternate.
Lockout of Employees	Aramark Correctional Services will have the Front Line Manager, District Manager and other previously screened personnel on call. In the event that sufficient staff is unavailable to produce the menu, an alternate menu* would be used. Aramark Correctional Services will have back-up personnel to call on.	Advertise for additional personnel.
Lockdown of Inmates	Alternate menu* may be used until sufficient staff is available for normal production.	Utilize staff on call and newly hired personnel to produce and preplate thermal trays.
Loss of Utilities and/or facilities due to flooding, earthquake, fire, explosion, hurricane, etc.	Depending on the situation, Aramark Correctional Services will utilize an alternate menu* and/or food produced at other facilities in the area.	An alternate menu will be developed according to the production capabilities of the kitchen.
Loss of regular kitchen workers	Will utilize an alternate menu*.	Hire temporary staff to replace crew.
Equipment Breakdowns	Utilize other production techniques and/or make substitutions to accommodate equipment still in operation.	Assist you in replacing any equipment not repairable.

## **DISTURBANCES AND STRIKES**

### **Disturbances**

**If a disturbance in the facility or serving area requires a lockdown, our manager must respond immediately.** Each Aramark Correctional Services manager must be totally familiar with procedures:

- In all instances, the kitchen should be immediately secured.
- All potential weapons should be returned to the shadow board.
- Exterior entrances, including loading docks, should be secured.
- Elevators should be returned to the kitchen level and locked.
- Unnecessary movement in the food service area should cease.
- The manager should assign responsibilities for lockdown procedures in advance; however, everyone without an assignment should stay where they are.
- The jail administration will keep the manager advised of the situation and the lifting of the lockdown.

### **Strike Planning**

**When it becomes apparent that a strike is imminent, location planning must begin.** Through careful planning, this unpleasant situation can become bearable.

**The management team has specific tasks and assignments to complete prior to the strike deadline.** Each person must complete their assignment for the overall plan to work.

### **Personnel Coordinator Duties**

- Prepare a list of current names, addresses, and social security numbers for all employees.
- Maintain a supply of envelopes to mail checks to any employees who do not cross picket lines.
- Ensure all employees have appropriate ID badges.
- Prepare a notice of strike letter for each employee.
- Conduct meetings for all employees. The agenda should include the following facts and statements: We are not on strike and jobs will be secure; residents depend on us for meal service; state worker compensation will not be paid; when we feel the strike might begin; and special instructions, such as dress code, shuttle service, and parking arrangements.

### **District Manager Strike Coordinator Duties**

- Notify the Aramark division president and operations vice president when a strike is likely and, if needed, request additional assistance, such as dietitian, purchasing director, personnel specialist, or management personnel, with strike experience.
- Seek permission to contact the local Aramark regional vice president about available hourly employees in the area.
- With managers, ensure all equipment is operable.
- Meet with the client contact and ranking facility officer to determine:
  - Probable length of the job action and type of action anticipated—violent or non-violent
  - If it is a union-sanctioned strike
  - If a strike fund is available
  - If a lockdown is likely
  - If the facility will function as usual with court movement
  - Who will man the facility if officers walk out
  - If they will assist in transporting Aramark employees into the area
  - If our employees will not cross picket lines, availability of resident or other labor
  - If outlet and parking space for a refrigerated truck is available for backup storage
- Develop a strike menu if needed, in addition to three consecutive cold meals.

### **Purchasing Director Duties**

Works with authorized suppliers to:

- Ensure increased deliveries.
- Set up a consignment arrangement for paper with return privileges.
- Collect home numbers of suppliers in case of emergencies.
- Determine union and non-union houses, and establish supervisory deliveries.
- Establish a special drop location for supplies, complete with surety bonds.
- Arrange for special equipment as needed.
- Develop plans for subsequent deliveries.
- Arrange for the latest possible expiration date on milk and bread.
- Arrange for special vehicles as needed.
- Set up for outside repair and maintenance if in-house personnel will be on strike.

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### **Unit Manager Duties**

- Determine that all equipment is in working order.
- Order any necessary office supplies.
- Develop special cleaning schedules.
- Rearrange all refrigerator, freezer, and dry storage to accommodate large orders.
- Prepare strike food and supply orders for the length of time specified by the district manager, including food, paper, cleaning supplies, linen, and other special items needed.

## STAFFING PLAN

Aramark Correctional Services knows the skill sets required to be successful in a corrections environment. With more than 450 clients ranging from 25 to 35,000 beds and more than 35 years of experience in municipal and state facilities, we know what to look for in a food service director. Collaboration is key to our relationships.



## YOUR MANAGEMENT TEAM

### Eric Johnson, Regional Vice President

This team member provides overall direction to unit operations in a defined geographic region or type of facility. He ensures region and business unit quality objectives are met and customer satisfaction is attained.

### Bryant Newman, District Manager

Our district manager provides overall planning, direction, and control to assigned units within his district. He provides guidance and motivation to food and support services directors and other staff. Additionally, this team member establishes and maintains effective customer rapport.

### Hazel Young, Food Service Director

The director is your on-site contact and the one who ensures we deliver on our commitment to you. She plans, directs, and controls all unit food service operations and uses available resources to meet operating and financial goals, client objectives, and customer needs. This position ensures compliance with Aramark policies, procedures, guidelines, and standards, and all applicable government, regulatory, or accrediting agency standards and codes.

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## MANAGEMENT SUPPORT—REGION SUPPORT TEAM

### **Karen Russell, Director of Business Development**

The director of business development pursues new sales activity and maintains existing accounts in an assigned geographic area. She is responsible for meeting or exceeding sales growth goals and projections and for working hand in glove with the Operations Team to ensure customer satisfaction.

### **Cindy Irizarry, Director of Nutritional and Operational Support Services**

The director is a registered dietitian who provides leadership in nutrition and operational support for a specific region of the country. This includes designing customized menu solutions to:

- Be cost effective.
- Be nutritionally adequate.
- Meet contract specifications and unique correctional needs.

This position sets standards for quality assurance and operational requirements to meet regulatory agency standards and client needs and serves as a resource to both clients and Aramark staff on operational, medical, and religious diet needs, and supply chain management obligations. The director assists with training related to nutrition and operational support to ensure execution of systems and process.

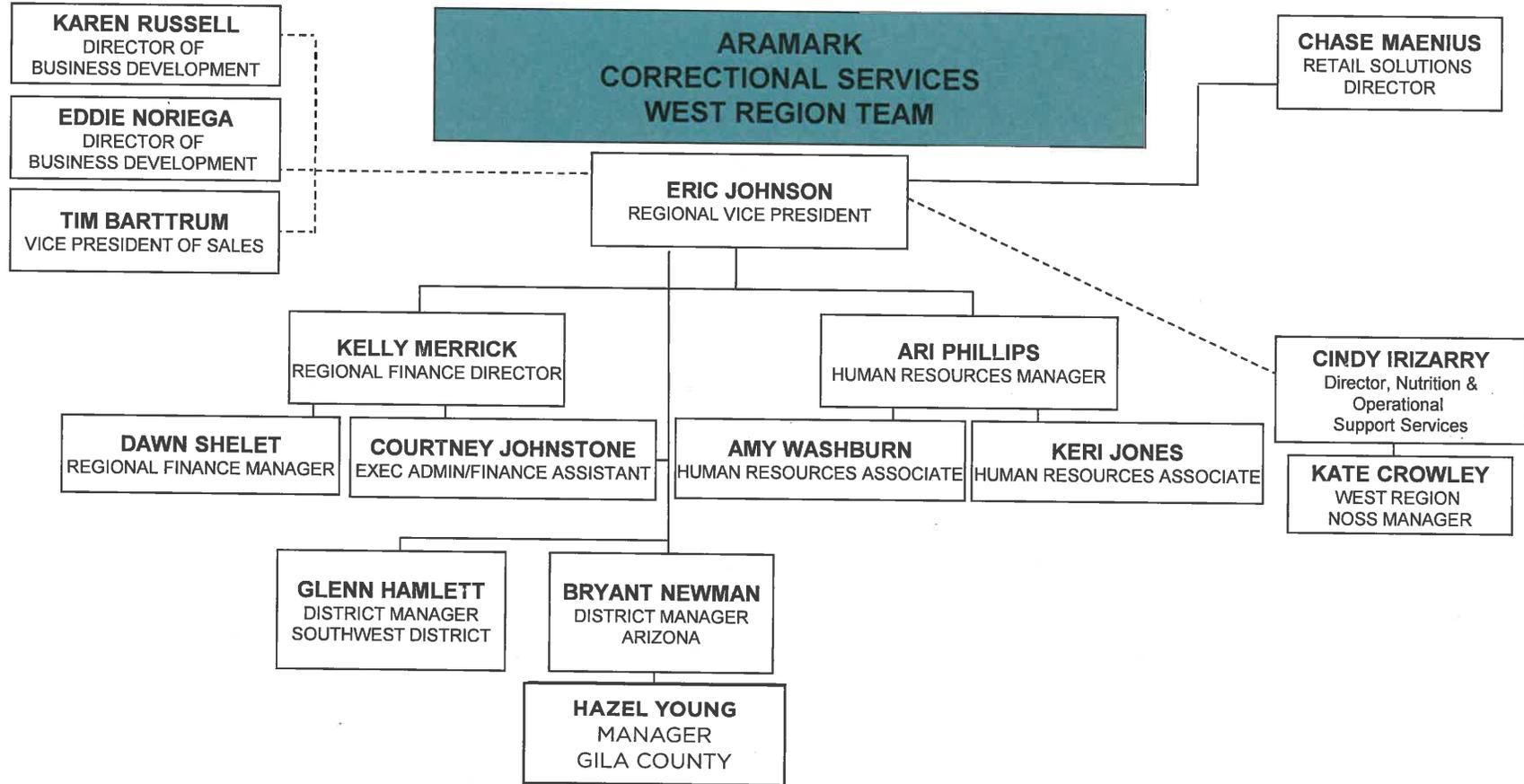
### **Kelly Merrick, Regional Finance Director**

The regional finance director is responsible for providing financial advice to the regional vice president and Region Management Team on existing business, forecasts, budgets, and monthly operating results. Additionally, she provides recommendations based on analysis and interpretation of statistics of current and future operations. The person in this role also directs compliance with regional and business unit policies on behalf of the regional vice president.

### **Ari Phillips, Human Resources Director**

The human resources director is responsible for management of human resources policies and procedures for an assigned geographic area. These policies and procedures cover most or all of the following: wage and salary administration, recruitment, training, employee relations, Equal Employment Opportunity (EEO), affirmative action, benefits administration, and risk management.

## REGIONAL ORGANIZATIONAL CHART



**ARAMARK CORRECTIONAL SERVICES**  
**Proposed Staffing**  
**GILA COUNTY DETENTION CENTER**

POSITION/TITLE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Food Service Director - Hazel Young</b>	OFF	7:00AM-4:00PM	7:00AM-4:00PM	7:00AM-4:00PM	7:00AM-4:00PM	7:00AM-4:00PM	OFF
<b>Kitchen PM Supervisor</b>	10:30am-07:00pm	10:30am-07:00pm	OFF	OFF	10:30am-07:00pm	10:30am-07:00pm	10:30am-07:00pm
<b>Kitchen AM Supervisor</b>	3:00am-1130am	3:00am-1130am	3:00am-1130am	3:00am-1130am	3:00am-1130am	OFF	OFF
<b>Kitchen Relief Supervisor</b>	OFF	OFF	10:30am-07:00pm	10:30am-07:00pm	9:30am-6:00pm	3:00am-1130am	3:00am-1130am
<b>Laundry Supervisor</b>	OFF	9:30-16:00	9:30-16:00	9:30-16:00	9:30-16:00	9:30-16:00	OFF

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# BRYANT NEWMAN

## DISTRICT MANAGER

### EXPERIENCE

2015 - Present	Aramark Correctional Services District Manager
2009 - 2015	Aramark General Manager Arizona State University
2007 - 2009	Food Service Director Arizona State University
2006 - 2007	Cox Communications New Home Activation Sales Representative
1991 - 2006	DS Waters of North America/Sparkletts Field Operations Manager



# CYNTHIA IRIZARRY, M.S., R.D., L.D.

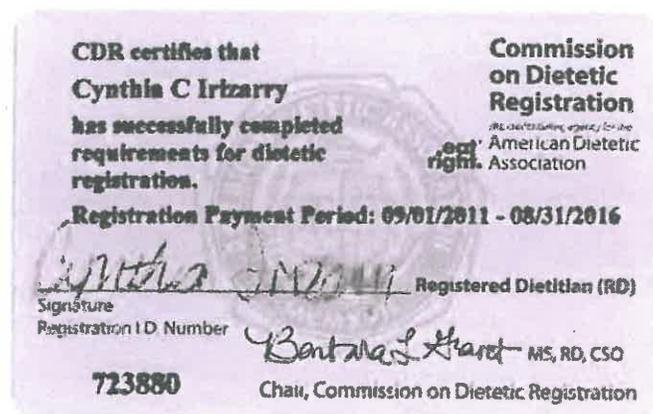
## DIRECTOR, NUTRITION AND OPERATIONAL SUPPORT SERVICES

### EXPERIENCE

2005 - Present	Aramark Corporate Registered Dietitian Director, Nutrition and Operational Support services, West Region
2003 - 2005	Oak Forest Hospital, Illinois Clinical Dietitian
1993 - 2003	University of Illinois Hospital, Illinois Bionutrition Research Manager
1990 - 1993	University of Chicago Hospital, Illinois Renal Dietitian
1987 - 1989	Graduate Assistant Drexel University, Philadelphia, Pennsylvania Northern Illinois University, DeKalb, Illinois

### EDUCATION/LICENSES/CERTIFICATES

1989	Master of Science, Human Nutrition Drexel University
1985	Bachelor of Science, Nutrition and Dietetics Valparaiso University Licensed Dietitian, State of Illinois Licensed Dietitian, State of Maryland



## EQUIPMENT MAINTENANCE

### PREVENTIVE

**A breakdown in kitchen equipment can drive food costs up, undermine security, and worsen your officers' work environment.** While components of the freezers and coolers are primary maintenance concerns, every item from the freezer door mechanisms to the oil levels in the mixers are monitored.



**Preventive maintenance will be scheduled around the operation of the kitchen to avoid disrupting food production.** Procedures also will be established to respond to emergency situations outside of normal hours of operation. Aramark is operating under the assumption that all equipment is in good working condition.

### REPAIRS

**Unless otherwise expressly noted, it will be presumed that Aramark accepts the equipment as initially inventoried—in good working order and sufficient for the purpose of performing the agreement.** Aramark will maintain records of all equipment, including additions, replacements, and removal from the initial inventory. At the end of the contract term, or upon termination, Aramark will return all equipment in good condition. Aramark and Gila County Detention Center will jointly conduct a closing inventory, documenting additions and deletions from the initial inventory and condition of equipment.

**Gila County Detention Center will furnish repairs to the building structure,** including roof, ceilings, walls, floor, docks, exterior surfaces, plumbing, and sewers behind floor or walls; elevators; general fire protection systems; security monitoring systems; and all other structural components of the buildings. Aramark will define and document the need for building repairs by initiating a work order through the facility's established procedures. Any repairs due to negligence or abuse by Aramark's employees will be charged to Aramark.

### REPLACEMENT EQUIPMENT

**Gila County Detention Center will be responsible for the replacement of all of the facility's equipment.** On a quarterly basis, Aramark will report to the facility on the status and condition of the equipment. These reports will provide the facility with Aramark's recommendations for equipment additions and replacement. Aramark will use its knowledge and judgment to anticipate the need for equipment and the timing of our recommendation for procurement.

## VALUE-ADDED PROGRAMS

Aramark Correctional Services designs and develops programs that benefit correctional staff, offenders, and their families. These leading-edge solutions address the key issues that challenge clients within their facilities. Correctional facilities that implement these programs experience improved correctional officer morale, better offender behavior, and better relationships with the community.

- **FreshFavorites**—Behavior and training tool
- **iCare**—Family gift packages
- **TouchPay**—Family deposit systems



## ADDITIONAL VALUE-ADDED SOLUTIONS

Aramark Correctional Services consistently provides value-added services, which differentiate us from competitors. We have expanded our range of services beyond Food and Commissary Programs to include:

- Facilities maintenance management
- Laundry
- Property room
- Meals on Wheels

## **FRESHFAVORITES: BEHAVIOR AND TRAINING TOOL**

**Offender behavior affects security and the work environment for your officers.** FreshFavorites was created to give officers a tool to reward appropriate behavior so security and custody can be enhanced.

**FreshFavorites brings popular takeout-style foods to your facility.** Paid for by offenders, the program provides strong incentives and positive reinforcement for desired behavior and a welcome break in the daily routine, while generating additional revenue for the facility.

**FreshFavorites also is a training tool.** As the key component of IN2WORK retail training, offenders participating in the IN2WORK Program at your facility will learn how to prepare and serve takeout food as they would in a retail food environment.

**When their behavior warrants, FreshFavorites provides the opportunity for offenders to purchase:**

- Pizza
- Burritos
- Nachos
- Hot wings
- Hamburgers
- Chocolate chip cookies



**FreshFavorites are made fresh on site** and can be offered on a daily or weekly basis.

**FreshFavorites menu design starts with customization and collaboration.** Aramark works closely with Gila County Detention Center to stay within the parameters of your security protocol and still provide local preferences. This program can be made available to the entire facility or it can be delivered in stages, with priority given to the lowest security offenders.

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### FreshFavorites Benefits

FreshFavorites is customized to meet Gila County Detention Center's needs. We will align with you to deliver the following key benefits:

- **Behavior control**—FreshFavorites allows correctional officers one more tier of offender control. Gila County Detention Center benefits with fewer disruptions and security-related issues.
- **Improved correctional officer morale**—Improved morale of offenders positively affects correctional officers. Additionally, Aramark can make these FreshFavorites items available to officers and staff.
- **Revenue stream for the facility**—FreshFavorites purchases can generate a commission for the facility to ease budget issues.
- **Improved offender morale**—Officers are quick to recognize that this program can be an important factor in maintaining offender mental health. Families can provide loved ones with items from the FreshFavorites menu via iCare.

**Aramark provides facility-approved marketing material to drive offender interest.** Promotions highlight menu items featured. We review the FreshFavorites menu regularly to discontinue slow-moving items and develop new promotional strategies.

## ICARE: FAMILY GIFT PACKAGES

An Aramark iCare gift bag is a powerful, convenient way to tell an offender they have the support of their loved ones. Using a debit or credit card, friends and family can send packages that appeal to a wide range of tastes and needs, such as snacks, chocolate, coffee, health and beauty, birthday items, cookies, comfort items, and stationery. Some iCare packages revolve around holiday themes, but most are designed for use at any time.

The iCare Program can be a great way to generate additional revenue and promote a more positive atmosphere at your facility. iCare requires no additional work by your officers or staff. Aramark handles all aspects of the program. Every iCare gift bag is assembled under the strict control of all your security protocols and delivered to offenders—usually within one week of purchasing.

The iCare process is user friendly and easy to navigate. Orders can be placed online anytime day or night, without leaving home or work.

- Friends and family members log on to the iCare website.
- Users create a new account or use a login and password to access their account.
- The software searches by facility and offender name to ensure verification of incarceration.
- The user selects one or more of the packages.
- The user enters credit card information to purchase the selected package.
- The system acknowledges the order, processes it, and schedules delivery of the items.
- The purchaser receives confirmation that the order has been placed and delivered.

**iCare**™



## iCare Benefits

The iCare Program is a safe and secure way for loved ones to communicate with offenders. Advantages of this program include:

- Offender morale improvement creates a better officer workplace environment.
- Ease of use for family members reduces staff questions and family frustration.
- Internet deposit security features include capture of email and IP addresses.
- The program provides a revenue stream for the facility.



## Promotional Materials

Aramark has created communication systems for family and friends. Aramark distributes postcards to offenders prompting friends and family to make iCare purchases. The program also is promoted with iCare posters placed throughout the facility. Once an iCare account is created, friends and family members receive promotional offers and discounts for select items.



## TOUCHPAY: FAMILY DEPOSIT SYSTEM

Aramark and TouchPay have joined forces to ease frustrations for depositing funds for an offender via a fast, reliable, and secure process available 24 hours a day, 7 days a week. It's a convenient solution for reducing complaints, shortening cashier hours, and decreasing liability while increasing commissary commissions. Friends and families can deposit money in an offender's trust fund online, over the phone, or via a lobby kiosk, 24 hours a day.

Offender accounts can be funded via cash, credit or debit cards, and online checks. A web services interface makes implementation and usability easy. Phone and web deposits can be made comfortably from home or work. Real-time connection for payment processing enables instant updating of balances and transaction details to any downstream systems.

### The TouchPay Process

Deposits are credited to the offender's account instantly, so questions and grievances over deposits are greatly reduced. TouchPay accepts cash, MasterCard, and Visa credit and debit products, and personal checking account deposits as payments. TouchPay processes its online check payments (also known as ACH or EFT) with the largest ACH bank in the country, JPMorgan Chase.

Before the deposit transaction can begin, the offender information is verified with host systems. After the deposit has been made, the customer is provided with a receipt confirming payment. Then TouchPay uses real-time links to Aramark's web interface with Gila County Detention Center's hosts and facilitates the updating of offender balances.

TouchPay can provide facilities with ezPay™ at intake. ezPay is a countertop pay-pad terminal that accepts credit and debit cards for pre-funding an account and for personal bail deposits. The all-in-one design combines a magnetic stripe reader, PIN pad, and thermal printer, which simplifies clerk training.



## TouchPay Benefits

- **Usability**—Focus group and end-user testing was the basis for creating an experience that is secure and easy to use. Self-explanatory prompts are given to the consumer during the kiosk-based payment process to prevent fraud through card security features, such as Address Verification Service (AVS) and Card Verification Values (CVV/CVC).
- **Security**—Users can be assured of full compliance with all regulations regarding the electronic transfer of funds and the handling of credit card information.
  - TouchPay is fully compliant with all payment card industry standards.
  - TouchPay is fully compliant with all Patriot Act requirements regarding data security and money laundering issues.
  - TouchPay can integrate facial and voice biometrics into the system, ensuring more robust security and mitigating risk.
  - Internet deposit security features also include capture of email and IP addresses.
- **Reduced complaints and questions**—Deposits appear instantly, improving morale for offenders and correctional officers alike. TouchPay minimizes staff distractions. Integrated with Aramark's infrastructure, TouchPay's two-minute transaction converts a formerly manual process to a totally automated error-free process.
- **Decreased liability for your facility**—TouchPay reconciles and assumes responsibility for accepted deposits. The real-time processing engine provides for reporting functionality on different levels.
- **Shorter or no cashier window hours**—The TouchPay solution frees up facility human resources for more critical tasks. TouchPay is always open, so it allows Gila County Detention Center's to reallocate their clerical and administrative resources to other mission-critical tasks.
- **Maintenance**—There is no involvement in bank deposits and maintenance to the lobby kiosk by Gila County Detention Center's. The systems are monitored in a real-time environment and can be supported 24/7 from a remote location. TouchPay guarantees any system errors will be resolved within 24 hours.

# FINANCIAL/LEGAL PLAN

Aramark Correctional Services has developed the following financial plan that addresses, in detail, the needs of Gila County Detention Center. The assumptions used in the development of this plan are as follows:

## ARAMARK EXPENSES AND RESPONSIBILITIES

- The costs for expenses such as laundry, uniforms, general liability insurance, long distance telephone expenses, computer for our use, office supplies, postage, food products, taxes and licenses, employment advertising expenses, and others as per your specifications, will be the responsibility of Aramark.
- Aramark Correctional Services will provide the managerial and administrative expertise to operate the Food Service Program.
- Aramark Correctional Services will assume the responsibility for all management functions, including purchasing, accounting, employee supervision, technical assistance, and planning.
- Aramark Correctional Services will own the food and supplies inventory. A physical inventory is taken weekly by the front-line manager or assistant and one other Aramark Correctional Services employee. The information is recorded in the computer and transmitted to the office in Downers Grove, Illinois. Copies of inventory are always available for inspection.



## GILA COUNTY DETENTION CENTER EXPENSES AND RESPONSIBILITIES

- Gila County Detention Center will provide adequate heat, lights, ventilation, and all other utilities, as well as repairs and maintenance of kitchen equipment.
- Gila County Detention Center will provide local business telephone service to the vendor at no charge. Long distance, fax, and modem lines will be Aramark's responsibility.
- Gila County Detention Center will provide extermination services and the removal of trash and garbage from the facility trash removal containers.
- Gila County Detention Center will provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall, and ceiling surfaces.
- Gila County Detention Center will provide adequate preparation, storage, serving and holding equipment, and utensils, including maintenance for same.
- Gila County Detention Center will provide security, control, and limitation of offender movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- Gila County Detention Center will supply reasonable and adequate security at all times while food service operations are underway.

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## NO JOINT VENTURE

It is agreed that nothing contained in this proposal or resulting contract will be deemed or construed as creating a partnership or joint venture between Gila County Detention Center and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party. Aramark will perform their services as an independent contractor, and nothing contained herein will be construed as placing Aramark in the category of merit employee, exempt employee, or other type of employee of Gila County Detention Center.

## TERMINATION

Aramark understands the termination language as written in Exhibit B, pages 14-15 of the RFP and would like to discuss with the County and for the County to consider the following termination language for possible inclusion in a final agreement with Aramark.

**A. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party.

**B. TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

**C. CONSEQUENCES OF TERMINATION:** If this Agreement is terminated under any circumstances, the Gila County Detention Center shall pay Aramark for all services provided by Aramark up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The Gila County Detention Center's obligation to pay for services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the Gila County Detention Center agrees, if requested by Aramark, to purchase Aramark's usable inventory of products and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

## **MATERIAL ADVERSE CHANGE**

The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by Gila County Detention Center in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's offender population or the availability of offender labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; federal, state, and local sales, and other taxes and other operation costs; a change in federal, state, and local standards, requirements recommendations, and regulations including any applicable child nutrition programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give Gila County Detention Center written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and Gila County Detention Center shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal, modifications to the menu, or modifications to Aramark's scope of services.

## **INDEMNIFICATION**

Aramark understands the Indemnification language as written in the RFP on page 19 and would like to discuss with the County and for the County to consider the following suggested indemnification language for possible inclusion in a final agreement with Aramark.

Aramark agrees to defend, indemnify and hold harmless the Gila County Detention Center, its officers, employees, agents, and servants for all third-party personal injuries caused by the gross negligence of Aramark in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses, or claims caused by offenders or the Gila County Detention Center, its officers, employees, agents, servants or other independent contractors. Neither any of the Gila County Detention Center's officers, employees, agents, servants or contractors, nor any offenders, are or will be deemed to be agents or employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's gross negligence. The Gila County Detention Center agrees to defend, indemnify and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.

## ASSIGNMENT

Aramark may not assign this Agreement without the Gila County Detention Center's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

## FINANCIAL COMMITMENT

Should Gila County elect any or all of the investment options included in our financial proposal, the following language will apply:

Aramark shall make a financial commitment to Gila County Detention Center in an amount up to \$\_\_\_\_\_ (the "Financial Commitment"). Gila County Detention Center agrees to invest the Financial Commitment in \_\_\_\_\_ at the \_\_\_\_\_. Any equipment purchased by Aramark on Gila County Detention Center's behalf shall be purchased as a "sale-for resale" to the Gila County Detention Center. Gila County Detention Center shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. Gila County Detention Center acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of \_\_\_ years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, Gila County Detention Center shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, Gila County Detention Center agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

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## **CONFIDENTIAL INFORMATION**

All financial, statistical, operating, and personnel materials and information, including, but not limited to, the Aramark System, related to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") is and shall remain confidential and the sole property of Aramark and constitutes trade secrets of Aramark. The Gila County Detention Center shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The Gila County Detention Center shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Aramark Proprietary Information, shall be returned to Aramark.

## **PURCHASING**

It is Aramark's understanding that, if awarded the contract, it will operate the Gila County Detention Center as a fixed price contract. The Gila County Detention Center shall pay Aramark based on set prices set forth in the Financial Section of our proposal. Aramark takes into account any discounts, rebates and other credits when formulating its price for a fixed price contract. As such, cash discounts and discounts or rebates not exclusively related to Aramark's operation at the Gila County Detention Center's facilities shall be retained by Aramark and shall not be credited to Gila County Detention Center's account.

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## **INSURANCE**

Aramark Correctional Services will provide the levels of insurance set forth in the specifications, except as provided in this Proposal. Aramark Correctional Services has provided a certificate(s) of insurance evidencing appropriate coverage.

## **ANNUAL MEAL COUNTS**

The estimated number of annual offender meals is based on information provided at our site visit and in the bid specifications.

## **FOOD PRICES**

Your menu has been priced at the current invoice pricing available from our suppliers and based upon your bid specifications.

## **LABOR**

Aramark Correctional Services will assign the management and labor set forth in the labor section of this proposal to operate the facility kitchen. Shift coverage will be provided for all 21 meals. All salaries, wages, workers' compensation insurance, and other benefits will be borne by Aramark Correctional Services.

## **REMITTANCE INFORMATION**

Gila County Detention Center will remit payment within 30 days of receipt of invoice to:

Aramark Correctional Services  
PO Box 406019  
Atlanta, Georgia 30384-6019

## **INVOICE**

Aramark Correctional Services will invoice at the end of each month, for all meals ordered or served, whichever is greater. Meal counts will be called in to the front-line manager by the designated representative per meal period.

## **PRICE PER MEAL**

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated.

## CREDIT INFORMATION

Aramark's principal banking relationships are maintained with:

### JPMorgan Chase Bank

National Confirmations Department

P.O. Box 955200

Fort Worth, Texas 76155

### Terrell Ricks

Telephone: 817-399-7227

Fax: 817-345-3795

### Wachovia Bank

Corporate Customer Service

1525 West W.T. Harris Boulevard, NC-1171

Charlotte, North Carolina 28262

### Anita Hilliard, Senior Corporate Account Manager

Telephone: 1-800-590-7868, Team #601

Direct Extension: #85758

Fax: 866-842-0585

### PNC Bank

8800 Tincum Boulevard

Philadelphia, Pennsylvania 19153

### No mail requests; only fax requests to:

Credit Reference Department

Telephone: 215-749-6199

Fax: 215-749-6191

Summary financial information on Aramark is available through Dun & Bradstreet. Our Dun's number is 00791-3098.

## MAJOR SUPPLIERS

Several of our major suppliers are:

### Sysco Corporation

1390 Enclave Parkway

Houston, Texas 77077

### Gregory W. Neely

Telephone: 281-584-1306

Cell: 832-264-1573

Fax: 281-584-1744

Email: Neely.Greg@corp.sysco.com

### The Coca-Cola Company

USA 1335, P.O. Box 1734

Atlanta, Georgia 30301

### Ken Kratzenberg

Telephone: 404-676-3314

Michelle Brown

Telephone: 404-887-3835

Fax: 404-253-4382

### PepsiCo

1548 Sequoia Road

Naperville, Illinois 60540

### Rhonda Yedinak

Telephone: 630-464-1241

Fax: 312-592-7017

Email: rhonda.yedinak@pepsi.com

### Ecolab Corporation

370 Wabasha Street N.

St. Paul, Minnesota 55102

### Michael Hickey

Telephone: 651-293-4150

Fax: 651-224-4587

### Performance Food Group

12650 East Arapahoe Road, Building D

Centennial, Colorado 80112

### Jean Brown, Senior Credit Analyst

Telephone: 303-662-7141

Fax: 303-662-7741

**EVALUATION MATRIX FOR REQUEST FOR PROPOSALS NO. 032615:  
FOOD & LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

		Aramark	Trinity		
Evaluation criteria	SCORE FACTOR	TOTAL SCORE	TOTAL SCORE	TOTAL SCORE	TOTAL SCORE
Experience in Detention Center Food Preparation and Laundry Service including verifiable past performance of similar contracts (See Page 26 of RFP)	40	34	37		
Staff and use of existing personnel (See Page 25 of RFP)	10	10	9		
Proposal Cost (See Page 24-25 of RFP)	50	42	50		
<b>Request for Qualifications No.</b>	100	86	96		

The above evaluation scores represent the average total of the three evaluations performed.



*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-3186**

**Regular Agenda Item 4. D.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Fiscal Year: FY 2015 and FY 2016 Budgeted?: Yes

Contract Dates April 21, 2009 - Grant?: No

Begin & End: June 30, 2017

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Resolution No. 15-06-02 for Amendment No. One to ADOT (Arizona Department of Transportation) File No. IGA/JPA 08-132-I

Background Information

On April 21, 2009, the Board of Supervisors adopted Resolution No. 09-13-10 authorizing the County to enter into IGA/JPA 08-132-I with ADOT for the design of a bridge and approaches over Tonto Creek near Punkin Center.

Historically, ADOT had asked the local government for a minimum of \$10,000 on all required projects. However, ADOT staff has spent considerable time on this project and is requiring additional funds. The first IGA/JPA did not provide for payment to ADOT for review fees.

Evaluation

ADOT is now requesting the County's approval of Amendment No. One to the IGA/JPA. This amendment would add \$13,870 to the project for ADOT Project Management and Design Review (PMDR) fee. Gila County would be responsible for the entire amount. The fee will be paid from the County's Half-Cent Transportation Excise Tax.

Conclusion

It is in the best interest of Gila County to adopt Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to the existing IGA/JPA to provide payment to ADOT for PMDR fees.

Recommendation

It is the recommendation of the Interim Director of Public Works for the Board of Supervisors to adopt Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to JPA/IGA 08-132-I.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 15-06-02 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (ADOT File No. IGA/JPA 08-132-I) between Gila County and the State of Arizona, Department of Transportation for the design of a bridge and approaches over Tonto Creek near Punkin Center. **(Steve Sanders)**

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Attachments

Resolution No. 15-06-02

Amendment No. One to ADOT File No. IGA/JPA 08-132-I

AG Contract and Resolution 4-21-09

Legal Explanation

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**RESOLUTION NO. 15-06-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012009000876) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE INCREASE IN PROJECT MANAGEMENT DESIGN AND REVIEW COSTS FOR THE DESIGN OF A BRIDGE AND APPROACHES OVER TONTO CREEK NEAR PUNKIN CENTER, ARIZONA.**

**WHEREAS**, the Gila County Board of Supervisors is desirous of continuing with the design of a bridge and approaches over Tonto Creek near Punkin Center; and

**WHEREAS**, Amendment No. One to the existing Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes the execution of Amendment No. One to an Intergovernmental Agreement (AG Contract No. P0012009000876) between Gila County and the State of Arizona, Department of Transportation, for the increase in Project Management Design and Review costs for the design of a bridge and approaches over Tonto Creek near Punkin Center.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of June 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

ADOT File No.: IGA/ JPA 08-132-I  
CAR No.: 13-0001339-I  
Amendment No. One: 15-0005309-I  
AG Contract No.:P0012009000876  
Project: Tonto Creek Bridge  
Section: Punkin Center  
Federal-aid No.: GGI 0(204)X  
ADOT Project No.: SS718 03D  
TIP/STIP No.: HHP-GG1-0(204)A  
CFDA No.: 20 .205 – Highway Planning and  
Construction  
Budget Source Item No.: NA

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”)**, entered into this date \_\_\_\_\_ 2015, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or “ADOT”) and GILA COUNTY, acting by and through its BOARD OF SUPERVISORS (the “County”). The County and State are collectively referred to as the “Parties.”

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 08-132-I, CAR No.:13-0001339-I, A.G. Contract No. P0012009000876, was executed on April 21,2009, (the “Original Agreement”);

**WHEREAS**, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

**NOW THEREFORE**, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to increase Project Management Design and Review (PMDR) costs in the amount of \$13,870.00. The Parties desire to amend the Original Agreement, as follows:

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**I. RECITALS**

**Section I., The following PMDR Cost Estimate is added.**

The estimated PMDR costs are added as follows:

**SS718 01D (ADOT Project Management & Design Review (PMDR) costs):**

Total PMDR Costs	\$ 25,118.00
County's Payments	<u>\$ 11,248.00</u>
County's PMDR Balance	\$ 13,870.00
Total County PMDR Costs Due	\$ 13,870.00

Upon execution of the Amendment No. One, the State will invoice the County for the balance of the County's PMDR costs estimated at \$13,870.00 to be paid by the County within thirty (30) days of receipt of an invoice from the State.

**III. MISCELLANEOUS PROVISIONS**

**Section III., Paragraph 13., is added, as follows:**

13. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation, Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS  
Attn: Cost Accounting Administrator  
206 S 17<sup>th</sup> Ave. Mail Drop 204B  
Phoenix, AZ 85007  
[SingleAudit@azdot.gov](mailto:SingleAudit@azdot.gov)

**EXCEPT AS AMENDED** herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

---

**THIS AMENDMENT NO. ONE** shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

**IN ACCORDANCE WITH** Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
**MICHAEL A. PASTOR**  
Chairman, Board of Supervisors

By \_\_\_\_\_  
**STEVE BOSCHEN, P.E.**  
ITD Division Director

ATTEST:

By \_\_\_\_\_  
**MARIAN SHEPPARD**  
Clerk of the Board

ADOT File No.: IGA/JPA 08-132-I  
CAR No.:13-0001339-I  
Amendment No.One: 15-0005309-I

**ATTORNEY APPROVAL FORM FOR GILA COUNTY**

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to Gila County, under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief



**Arizona Department of Transportation**  
**Intermodal Transportation Division**  
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer  
Governor

Floyd Roehrich Jr.  
State Engineer

April 23, 2009

John S. Halikowski  
Interim Director

RECEIVED

APR 27 2009

GILA COUNTY  
PUBLIC WORKS

Gila County  
Attn: Steve Sanders  
Gila County Public Works  
1400 East Ash Street  
Globe, AZ 85501

**RE:** ADOT File No.: IGA/JPA 08-132I  
AG Contract No.: P0012009000876  
Project No.: HPP-GG1-0(204) A  
Project: Tonto Creek Bridge  
Section: and  
**TRACS No.: SS 71803D**  
**Budget Source Item No.: N/A**

Dear Mr. Sanders

Enclosed please find one fully conformed executed original Agreement for the above-mentioned Intergovernmental Agreement.

Should you have any questions, please do not hesitate to call at (602) 712-7785.

Sincerely,

Cindy Childers  
Joint Project Coordinator  
Engineering Consultant Section

cc: Project Manager

ADOT File No.: IGA/JPA 08-132I  
AG Contract No.: P0012009000876  
Project No.: HPP-GG1-0(204) A  
Project: Tonto Creek Bridge  
Section: and  
**TRACS No.: SS 71803D**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AGREEMENT** is entered into this date April 21, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Congress has authorized appropriations for the Design of bridge and approaches over Tonto Creek near Punkin Center, including necessary survey and right-of-way, studies, environmental permitting studies, preliminary engineering and design concept reports.

4. Such project lies within the boundary of the County and has been selected by the County; the survey of the project will be completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its review and approval.

5. The County, in order to obtain Federal funds for the design of the project, is willing to provide County funds to match Federal funds in the ratio required as described herein or as finally fixed and determined by the County and FHWA.

6. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County, and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.

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No. 30757  
Filed with the Secretary of State  
Date Filed: April 21 2009  
Ken Blum  
Secretary of State  
By: Marie Pessier

7. The work contemplated under this Agreement is for the necessary survey and rights-of-way studies, environmental permitting studies, preliminary engineering and design concept reports needed for the design for a bridge and approaches over Tonto Creek near Punkin Center, hereinafter referred to as the "Project". If funding is sufficient for the construction improvement plans and specifications for a bridge and approaches over Tonto Creek near Punkin Center, then that work will be completed as part of the project. The estimated costs for the preliminary engineering are as follows:

**TRACS No. SS71803D**

Estimated Design Costs	<b>\$3,138,918.00</b>
Federal Aid Funds (HPP FY 2005-2009) (94.3% @ \$3,181,336)(capped)	<b>\$2,960,000.00</b>
County Funds (5.7% @ \$3,181,336)	<b>\$ 178,918.00</b>

**THEREFORE**, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for design funding. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans.

b. Enter into a Project Agreement with FHWA on behalf of the County covering the work encompassed in this Agreement and the State will request the maximum Federal Funds available. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage not covered by any additional Federal funding which may be approved in the future.

c. As required by the FHWA provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

d. Reimburse the County with Federal funds for design work and professional services addressed under this Agreement at 94.3% of the project cost capped at **\$2,960,000.00**.

e. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or scope of the work called for in this Agreement become necessary, the State shall not be obligated to incur expenditures in the project.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County.

b. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth in this Agreement whether covered by Federal funding or not.

c. Provide any information they may have such as survey or rights-of-way data for the Project.

d. Agree that the cost of the analysis planning and design work covered by this Agreement is to be borne by FHWA and the County each in the proportion prescribed within this agreement unless mutually agreed upon with FHWA.

e. Invoice the State for Federal funds for design work and professional services addressed under this Agreement at 94.3% of the Project costs capped at **\$2,960,000.00**

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project design, preliminary engineering, contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting preliminary engineering construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and professional services claims. It is understood and agreed that the State's participation is confined solely to securing federal aid and related matters; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall be filed with the Arizona Secretary of State and shall not become effective until the date of said filing.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Gila County  
Attn: Steve Sanders  
1400 East Ash Street  
Globe, Arizona 85501  
(928)402-8530  
(928) 425-8104 Fax

11. The parties shall comply with Arizona Revised Statutes § 41-4401 to the extent applicable to the activities under this Agreement.

12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**GILA COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By   
SHIRLEY L. DAWSON  
Chairman of the Board

By   
RAKESH TRIPATHI  
Transportation Planning Division Director

ATTEST:

By   
STEVEN L. BESICH  
Clerk

**ATTORNEY APPROVAL FORM FOR THE GILA COUNTY**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 17<sup>th</sup> day of March, 2009.

[Handwritten Signature]  
for County Attorney

**RESOLUTION**

No. 09-03-10

**RESOLUTION AUTHORIZING THE GILA COUNTY BOARD OF SUPERVISORS TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ARIZONA DEPARTMENT OF TRANSPORTATION FILE NO. IGA/JPA 08-1321 FOR DESIGN OF A BRIDGE AND APPROACHES OVER TONTO CREEK NEAR PUNKIN CENTER, ARIZONA.**

WHEREAS, the parties have entered into the above described IGA Intergovernmental Agreement, and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED that Gila County Board of Supervisors authorizes the chairman Shirley L. Dawson to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. IGA/JPA 08-1321 for design of a bridge and approaches over Tonto Creek near Punkin Center, Arizona and authorizes her to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 31st day of March, 2009.

**GILA COUNTY BOARD OF SUPERVISORS:**

  
\_\_\_\_\_  
Shirley L. Dawson, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Steven L. Besich, Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Bryan Chambers, Chief Deputy County Attorney

<p>TERRY GODDARD Attorney General</p>	<p style="text-align: center;"> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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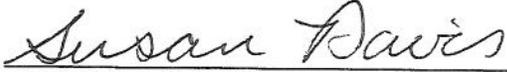
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. P0012009000876 (IGA/JPA 08-132-I), an Agreement between public agencies, i.e., The State of Arizona and Gila County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 15, 2009

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:443059  
Attachment



*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-3182**

**Regular Agenda Item 4. E.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Jeff Hessenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-15 and Budgeted?: Yes  
2015-16

Contract Dates June 10-2015 to Grant?: No

Begin & End: September 30,  
2015

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Contract with Pueblo Mechanical & Controls, Inc. for Globe Courthouse 2nd Floor HVAC Modifications.

Background Information

The second floor of the Globe Courthouse has been remodeled numerous times over the years with changes in office layouts. This has created an imbalance within the HVAC systems. This imbalance has reached a point that complaints from the tenants have greatly increased. County Administration has directed the Public Works Facilities Department to take action to address and resolve these complaints.

The Public Works Facilities Department requested that a mechanical engineer be contacted to evaluate and recommend corrections to the entire Courthouse 2<sup>nd</sup> floor HVAC system. Due to the approach of summer, prompt action is needed and the decision was made to request the Board of Supervisors' approval to utilize a "Job Order Contracting" contract between Mohave Educational Services Cooperative, Inc. (MESOC), and Pueblo Mechanical & Controls, Inc.

Evaluation

Mohave Educational Services Cooperative, Inc. (MESOC), an Arizona cooperative purchasing organization, has issued Contract No. 14G-PMAC2-0903 to Pueblo Mechanical & Controls, Inc. Contract No. 14G-PMAC2-0903 is a "job-order-contracting" contract.

The definition of job-order-contracting, as defined in A.R.S. §41-2053.23:

Job-order-contracting means a project delivery method in which:

- (a) The contract is a requirements contract for indefinite quantities of construction.
- (b) The construction to be performed is specified in job orders issued during the contract.
- (c) Finance services, maintenance services, operations services, preconstruction

services, design services and other related services may be included.

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

Pueblo Mechanical & Controls, Inc. was called in to evaluate and recommend changes. They have evaluated each existing unit and duct system and have prepared the attached recommendations and pricing. This work carries a minimum two year warranty on all parts and labor, as well as engineered as-built drawings of the second floor HVAC, after corrections have been made, for future use to avoid re-creating these issues.

### Conclusion

Without implementation of the recommended corrections, these mechanical deficiencies and imbalances that exist will continue to create complaints and will probably increase in volume and frequency as summer sets in. The project time line from commencement to completion would be 6 weeks from contract approval. The anticipated outcome would be a balanced comfortable atmosphere on the second floor of the Courthouse with minimal complaints, a more productive work force and a pleasant environment for our customers.

### Recommendation

The Interim Director of Public Works recommends that the use of Mohave Educational Services Cooperative, Inc. Contract No. 14G-PMAC2-0903 with Pueblo Mechanical & Controls, Inc., be approved.

### Suggested Motion

Information/Discussion/Action to approve the use of Mohave Educational Services Cooperative, Inc. Contract No. 14G-PMAC2-0903 with Pueblo Mechanical & Controls, Inc. in the amount of \$84,922.92 for modifications to the Globe Courthouse 2nd floor HVAC units and duct work. **(Jeff Hassenius and Steve Sanders)**

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### Attachments

PMC Proposal #14-21-041

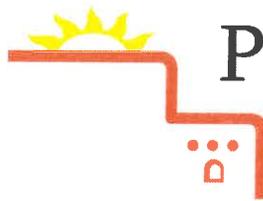
JOC Pricing for Pueblo Mechanical Proposal #14-21-041

MESC Contract No. 14GPMAC20903 RFP and RFQ

MESC Contract No. 14GPMAC20903 Award, Extensions and Amendments

Legal Explanation

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# Pueblo

Mechanical &  
Controls, Inc.

(800) 840-9170

**REV 1 PROPOSAL - Gila County Superior Courthouse 2nd Floor HVAC  
Modifications**

**Mohave JOC  
#14G-PMAC2-0903**

PMC Proposal #:14-12-041

**From:** Pueblo Mechanical and Controls, Inc.

**Date:** 05/22/2015

Attn: Robert Hickman  
Gila County  
1400 East Ash Street  
Globe, AZ 85501

Dear Robert,

Pueblo Mechanical and Controls appreciates the opportunity to look at this project and is pleased to provide the following scope for Gila County Superior Courthouse 2nd Floor HVAC Modifications.

**Scope of Work:**

- Remove and dispose existing ductwork in Southeast Conference room and six adjacent offices.
- Remove and dispose existing ductwork in Assessors open office on Southeast side of 2<sup>nd</sup> floor.
- Remove and dispose existing ductwork in Treasure open office on Southwest area of 2<sup>nd</sup> floor. Cap and seal trunk duct serving this area.
- Provide and install new Square D dual 100 amp bucket in existing section.
- Provide and install new 125 amp panel, conduit and wire from existing section. New 125 amp panel to be recessed in wall. Stub ups to be provided for spares.
- Provide and install (4) new breakers, conduit, wire, and 60 amp disconnects for new rooftop condensing units.
- Provide and install (4) new breakers, conduit, wire, and 30 amp disconnects for new air handling units.
- Provide and install (4) new Carrier high efficiency split system heat pumps.
  - (1) Carrier 3-ton, 15.8 SEER, 208V/1PH, with head pressure control for Conference Room and three adjacent offices on Southeast corner of 2<sup>nd</sup> floor.
  - (1) Carrier 3-ton, 15.8 SEER, 208V/1PH, with head pressure control and condensate pump for South part of Treasurer Office on Southwest area of 2<sup>nd</sup> floor.
  - (1) Carrier 2.5-ton, 15.2 SEER, 208V/1PH, with head pressure control for three offices north of Conference Room on Southeast corner of 2<sup>nd</sup> floor.
  - (1) Carrier 2-ton, 15.2 SEER, 208V/1PH, with head pressure control and condensate pump for North part of Treasurer Office on Southwest area of 2<sup>nd</sup> floor.
- Route new copper condensate piping to nearest code approved location.
- Provide KMC Flex stat thermostats for new split system heat pumps.
- Provide and install sheet metal roof curb for (4) condensing units. Rubber protection to be provided on bottom of curbs.
- Provide roof penetrations as necessary for electrical supply and refrigerant piping. New boots to be provided to seal penetrations as necessary.

**ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS**

6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24<sup>th</sup> Avenue, Phoenix, AZ 85029

Office - (800) 840.9170 • Fax - (888) 473-4374

[www.pueblo-mechanical.com](http://www.pueblo-mechanical.com)

AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462



# Pueblo

Mechanical &  
Controls, Inc.

(800) 840-9170

- Provide and install new ductwork and air distribution for Conference room and South adjacent offices (Southeast corner of 2<sup>nd</sup> floor).
- Provide and install new ductwork and air distribution for Offices North of Conference Room (Southeast corner of 2<sup>nd</sup> floor).
- Provide and install new ductwork and air distribution in Assessors open office area. Connect to existing main trunk from existing air handler.
- Provide and install new ductwork and air distribution for Treasurer open office (Southwest area of 2<sup>nd</sup> floor).
- Reconnect existing flex duct to duct supplying Vault on Southwest side of 2<sup>nd</sup> floor.
- Reconnect existing return duct to downcomer in Hearing Room on Northwest area of 2<sup>nd</sup> floor.
- Provide complete air balance for all distribution on 2<sup>nd</sup> floor.
- Provide crane and rigging as necessary for installation of equipment.
- **Provide stamped drawings only by Mechanical Engineer.**
- Startup and test operation.
- Provide operation and maintenance manuals.
- Provide 2 year warranty on parts and labor

### We Exclude The Following:

- Repair or replacement of any existing device found to be inoperable.
- **Electrical and/or Structural Engineering**
- City permits and/or fees.
- Asbestos abatement, testing, reporting.
- Any work not included in scope of work listed above.

**Material, service, & labor subtotal [Includes AZDOR TPT compliance]:**

**Bonding:**

	\$	84,922.92
[N/A]	\$	0.00

**Total Cost:**

**\$ 84,922.92**

Pricing is determined as a percentage off [19% discount] the established Unit Price Book [UPB]; the industry standard UPB is RS Means Cost-Works which is a list of over 10,000 construction and maintenance tasks, each line item task includes the equipment, supplies, and labor to complete that task. Tasks not included in the Cost-Work book are priced using approved labor rates and 15% off the published Trade Service parts, supplies, and equipment catalog which contains over 250,000 products.

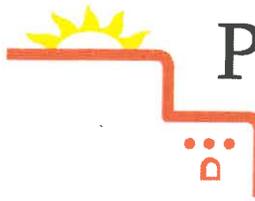
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AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462



# Pueblo

Mechanical &  
Controls, Inc.

(800) 840-9170

All projects over \$100,000 must be individually bonded, projects under this amount are at the discretion of the customer; if the project is under \$100,000; by accepting this proposal you agree to waive bonding for this project. If you require bonding; please contact Pueblo Mechanical immediately and we will provide a quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Best Regards,

Rhonda Morris  
HVAC Solutions  
Cellular: (520) 310-7394  
rhonda.morris@pueblo-mechanical.com

**Pueblo Mechanical and Controls:** The above prices, specifications and conditions are proposed to Gila County for the Court House 2<sup>nd</sup> Floor Modifications. **All terms and conditions of Mohave Contract No. 14G-PMAC2-0903 apply.**

<u>Steve Barry</u> Name	<u>[Signature]</u> Signature	<u>5/22/15</u> Date
----------------------------	---------------------------------	------------------------

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

_____ Name	_____ Signature	_____ Date
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Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

**ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS**  
6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24<sup>th</sup> Avenue, Phoenix, AZ 85029  
Office - (800) 840.9170 • Fax - (888) 473-4374  
www.pueblo-mechanical.com  
AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462

# Pueblo Mechanical & Controls, Inc. [Effective 9/3/14]

## Mohave Contract #14G-PMAC2-0903

**Client:** Gila County  
**Project:** Gila County Superior Courthouse 2nd Floor HVAC Modifications

Provide the labor and materials to install new split systems, to include, condensate pumps, condensate pipe and fittings,, Demo, duct for caps, curbs and tranistions, insulation, extensive electrical, whips, grills, t-stats, sealants, test and balance, crane/  
**Description:** rigging, startup/ checkout units for proper operation.

**Prepared by:** Phil L - 855XX - 2015 Qtr I

2015 RS Means Facilities Construction CostBook - NORMAL DUTY HOURS [7:00 - 5:00]						
Qty.	Unit	Means Number	Description	Price	Extension	
50.00	L.F.	05122 340 0470	Angle framing, structural steel, 2"x2"x1/4"	\$22.50	1,125.00	
81.00	Ea.	23059 310 3100	Balancing, air conditioning equipment, su	\$107.00	8,667.00	
14.00	Ea.	23059 310 1100	Balancing, air, heating and ventilating un	\$535.00	7,490.00	
8.00	Sq.	07511 320 0550	Built-up roofing systems, asphalt flood co	\$295.00	2,360.00	
3.00	Ea.	23095 310 3680	Control component, sensor, electric ope	\$180.00	540.00	
4.00	Ea.	23095 310 5050	Control component, thermostats, electric	\$265.00	1,060.00	
0.75	Day	01541 950 0400	Crane crew, daily use for small jobs, 55-	\$2,450.00	1,837.50	
20.00	Ea.	23371 310 1016	Diffuser, aluminum, ceiling, rectangular,	\$123.00	2,460.00	
990.00	S.F.	23071 310 3160	Duct thermal insulation, blanket type, fib	\$2.92	2,890.80	
875.00	Lb.	23050 510 1570	Ductwork, metal; steel and stainless steel	\$1.00	875.00	
20.00	Ea.	22111 325 0120	Elbow, 90 Deg., copper, wrought, copper	\$32.50	650.00	
300.00	L.F.	26053 313 5020	Electric metallic tubing (EMT), 3/4" diam	\$4.31	1,293.00	
16.00	Ea.	26053 313 5220	Electric metallic tubing (EMT), field bend	\$5.25	84.00	
1.00	Ea.	23821 910 0950	Fan coil A.C., direct expansion for use w	\$1,105.30	1,105.30	
1.00	Ea.	23821 910 0960	Fan coil A.C., direct expansion for use w	\$1,160.25	1,160.25	
2.00	Ea.	23821 910 0970	Fan coil A.C., direct expansion for use w	\$1,430.60	2,861.20	
4.00	Ea.	23342 310 6960	Fans, residential roof jacks and wall cap	\$76.50	306.00	
24.00	L.F.	26053 335 1090	Flexible metallic conduit, sealtite, 3/4" dia	\$6.05	145.20	
12.00	Ea.	26281 310 0800	Fuses, dual element, time delay, 250 V,	\$19.20	230.40	
12.00	Ea.	26281 310 0850	Fuses, dual element, time delay, 250 V,	\$21.50	258.00	
10.00	Ea.	23371 330 1280	Grille, steel, air return, 36" x 24"	\$121.00	1,210.00	
4.00	C.L.F.	26052 680 0340	Ground wire, copper wire, bare solid, #10	\$55.50	222.00	
1.00	Ea.	23814 310 1020	Heat pump, air to air split system, 2 ton c	\$3,414.00	3,414.00	
1.00	Ea.	23814 310 1030	Heat pump, air to air split system, 2.5 ton	\$3,677.75	3,677.75	
2.00	Ea.	23814 310 1040	Heat pump, air to air split system, 3 ton c	\$4,205.25	8,410.50	
1.00		23050 210 0020	Air conditioning, for upgrade to SEER 14	Applied to lines Above		
240.00	L.F.	22071 910 4286	Insulation, pipe (price copper tube one s	\$14.90	3,576.00	
4.00	L.F.	07921 320 0060	Joint sealants, caulking and sealants, bu	\$1.44	5.76	
2.00	S.F.	23371 540 4000	Louver, aluminum, extruded, with screen	\$77.00	154.00	
1,500.00	Lb.	23311 313 0560	Metal ductwork, fabricated rectangular, g	\$6.20	9,300.00	
1.00	Ea.	26241 630 1590	Panelboards, 3 phase 4 wire, main lugs,	\$11,300.00	11,300.00	
240.00	L.F.	22111 323 5240	Pipe, copper, hard temper, cleaned and	\$1.53	367.20	
240.00	L.F.	22111 323 5260	Pipe, copper, hard temper, cleaned and	\$2.86	686.40	
44.00	L.F.	22111 323 2180	Pipe, copper, tubing, solder, 3/4" diamet	\$12.80	563.20	
4.00	Ea.	23212 910 0120	Pump, condensate removal system, pum	\$250.00	1,000.00	

4.00	Ea.	26281 620 5510	Safety switches, heavy duty, 3 pole, 3 ph	\$520.00	2,080.00
4.00	Ea.	26281 620 5520	Safety switches, heavy duty, 3 pole, 3 ph	\$640.00	2,560.00
1.00	Ea.	26241 320 1000	Switchboards, main fusible switch, 3 pole	\$4,650.00	4,650.00
8.00	Ea.	22111 325 0500	Tee, copper, wrought, copper x copper, 3/4"	\$52.00	416.00
4.00	Job	22131 660 9000	Traps, minimum labor/equipment charge	\$191.00	764.00
4.00	C.L.F.	26051 990 1250	Wire, copper, stranded, 600 volt, #10, ty	\$66.00	264.00
12.00	L.F.	07921 610 6002	Joint sealants, rigid joint sealants, tapes	\$0.10	1.20

**2015 RS Means Mechanical CostBook - NORMAL DUTY HOURS [7:00 - 5:00]**

23.00	Ea.	23095 310 9052	Control component, pneumatic system n	\$315.00	\$7,245.00
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**2015 RS Means Facilities Maintenance & Repair - NORMAL DUTY HOURS [7:00 - 5:00]**

				#DIV/0!	

**RS MEANS COSTBOOK SUBTOTAL \$99,265.66**

**MOHAVE DISCOUNT [.81] \$18,860.48**

**COSTBOOK ESTIMATE \$80,405.18**

**2015 RS Means Facilities Construction CostBook - OFF DUTY HOURS/WEEKENDS**

Qty.	Unit	Means Number	Description	Price	Extension
				#DIV/0!	
				#DIV/0!	

**2015 RS Means Mechanical CostBook - OFF DUTY HOURS/WEEKENDS**

				#DIV/0!	
				#DIV/0!	

**2015 RS Means Facilities Maintenance & Repair CostBook - OFF DUTY HOURS/WEEKENDS**

				#DIV/0!	
				#DIV/0!	

**RS MEANS COSTBOOK SUBTOTAL \$0.00**

**MOHAVE DISCOUNT [.91] \$0.00**

**COSTBOOK ESTIMATE \$0.00**

**2015 TRA-SER eData Flex Pricing [Equipment/Supplies Only - Labor Listed Below]**

Qty.	Unit	I2_CAT_NUM	Brief Description	Price	Extension
					\$0.00
					\$0.00
					\$0.00

**TRA-SER Price Guide SUBTOTAL \$0.00**

**MOHAVE DISCOUNT [.85] \$0.00**

TRA-SER Price Guide ESTIMATE

\$0.00

2015 Non-Prepriced [No Book Price Available] Quote Based				
				\$0.00
				\$0.00
				\$0.00

NON-PRICED SUBTOTAL \$0.00

APPROVED MARK-UP FACTOR \$0.00

NON-PRICED ESTIMATE \$0.00

Unit	Standard Professional/Maintenance Labor [If Req]		Rate	Extension
HRS	HVAC Chiller Tech [Wetside Applications]		\$95.00	\$0.00
HRS	HVAC Unitary Tech [Dryside Applications]		\$90.00	\$0.00
HRS	Pipefitter / Steamfitter		\$85.00	\$0.00
HRS	Sheet Metal Installation		\$67.00	\$0.00
HRS	Water Treatment		\$92.00	\$0.00
HRS	HVAC Building Automation Tech - Controls		\$89.00	\$0.00
HRS	Project Manager / Quality Control		\$87.00	\$0.00
HRS	Electrical		\$78.00	\$0.00
HRS	General Labor		\$45.00	\$0.00
HRS	Design Services [Mech/Electrical]		\$105.00	\$0.00
HRS	Engineering Services		\$130.00	\$0.00
HRS	Drafting [CAD] Design		\$83.00	\$0.00
HRS	Architect		\$130.00	\$0.00

Note: See Overtime/Holiday Rates Below:

Ancillary/Professional/Maintenance Labor [If Required] Subtotal \$0.00

PREPRICED/NON PREPRICED SUBTOTAL [Include Mohave Admin] \$80,405.18

Transportation Costs IF REQUIRED/AUTHORIZED [Entire term of project]			
Vehicle	Essential Mileage Total	Rate	Extension
Operations Truck(s)	960	\$0.445	\$427.20
Pueblo Stakebed Truck		\$0.445	\$0.00

Lodging Costs IF REQUIRED/AUTHORIZED [Entire term of project]		
Total Room Nights Required [Double Occupancy]	Rate	Extension
17	\$60.00	\$1,020.00

Meal Costs IF REQUIRED/AUTHORIZED [Entire term of project]		
Total Reimbursable Meals [full days] Required	Rate	Extension
34	\$34.00	\$1,156.00

Reimbursable Expenses			
Unit	Description	Rate	
			\$0.00
			\$0.00

Reimbursable Expenses Subtotal: \$0.00

**M&IE, TRANSPORTATION, LODGING, REIMBURSABLES SUBTOTAL \$2,603.20**

**PROJECT SUBTOTAL: \$83,008.38**

**AZDOR Statue Compliance Not Included in CostWorks: \$1,914.54**

**Bond [Projects > \$100,000] \$0.00**

**Project Total \$84,922.92**

**Mohave Administration Fee (included in total) \$803.97**

	After Hours / Emergency Hours	Holidays
HVAC Chiller Tech [Wetside Applications]	\$128.00	\$161.00
HVAC Unitary Tech [Dryside Applications]	\$122.00	\$153.00
Pipefitter / Steamfitter	\$114.00	\$145.00
Sheet Metal Installation	\$91.00	\$1,114.00
Water Treatment	N/A	N/A
HVAC Building Automation Tech - Controls	\$120.00	\$151.00
Project Manager / Quality Control	\$117.00	\$147.00
Electrical	\$105.00	\$132.00
General Labor	\$60.00	\$76.00
Design Services [Mech/Electrical]	N/A	N/A
Engineering Services	N/A	N/A
Drafting [CAD] Design	N/A	N/A
Architect	N/A	N/A



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3/31/14 EH



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ARIZONA COOPERATIVE PURCHASING

## REQUEST FOR PROPOSAL 14G-0808

### Job Order Contracting for Various Construction Trades

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Job Order Contracting Various Construction Trades.

**Due Date & Time: August 8, 2014 @ 3:00 p.m. (local Arizona time)**

**Pre-proposal Conference: None**

**Last Day For Questions: August 1, 2014 @ 5:00 p.m. (local Arizona time)**

**RFP Questions Must Be Directed To:**

Nancy L. Colbaugh, CPPB, Contract  
Email: [contracts@mesc.org](mailto:contracts@mesc.org)  
Telephone: (928) 718-3228

This solicitation consists of instructions to offerors, scope of work/services, specifications, evaluation requirements, special terms and conditions, general terms and conditions, standard terms and conditions for construction, qualifications, financial capacity, management plans, past performance, price proposal, award criteria, offer and acceptance form, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's sole risk.

**To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401** in a sealed envelope or box with RFP 14G-0808, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or box. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

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

**Julia E. Tribbett  
Executive Director  
Mohave Educational Services Cooperative, Inc.**

**Publish Date: July 11, 2014**

Template Rev. 14-09

## RFP Instructions To Offeror & Checklist

From the evaluations of RFQ 14G-0516 and in accordance Arizona Administrative Code, Article 10: School District Procurement R7-2-1106, ARS § 34-604 (F)(2) and 41-2579(F)(2), your firm has received this Request for Proposal. **Review this document in its entirety to make sure you fully understand the products and services that we are requesting.** Please do not assume a particular form, section, specification or requirement does not, or should not, apply to you. Contact Mohave with any questions you may have at [contracts@mesc.org](mailto:contracts@mesc.org).

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

**Offeror shall organize the proposal in the following manner:**

\_\_\_\_\_ **Step ONE:** Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the responsible Contract Specialist at Mohave for clarification on any items contained in this solicitation.

\_\_\_\_\_ **Step TWO:** One (1) original and four (4) complete copies of your technical proposal shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Submit one (1) copy of your Price Proposal. Technical proposal shall contain all specifications, and any other information required by the solicitation. Include a CD, USB, or similar electronic media device with electronic copies of your submitted documents.

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

\_\_\_\_\_ **Step THREE:** Technical proposal shall be presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and dividers.

**Tab 1: Offer & Acceptance, Terms and Conditions, Scope of Work/Services and Specifications Documents**

\_\_\_\_\_ **Tab 1a** – Signed Offer and Acceptance Form is placed after Tab 1a.

\_\_\_\_\_ **Tab 1b** – Signed amendments, if any, are placed after Tab 1b.

\_\_\_\_\_ **Tab 1c** – A complete copy of the General Terms and Conditions and Standard Terms and Conditions for Construction is placed after Tab 1c.

\_\_\_\_\_ A completed copy of the *General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions and Standard Terms and Conditions for Construction for are noted and explained.

\_\_\_\_\_ **Tab 1d** – A complete copy of the Special Terms and Conditions is placed after Tab 1d.

\_\_\_\_\_ A completed copy of the *Special Terms and Conditions Acceptance Form* is placed after Tab 1d. Any exceptions to the Special Terms and Conditions are noted and explained.

\_\_\_\_\_ **Tab 1e** – A complete copy of the Scope of Work/Services is placed after Tab 1e.

\_\_\_\_\_ A complete copy of the Specifications with compliance or deviation noted for each item is placed after Tab 1e.

\_\_\_\_\_ A completed copy of the *Scope of Work/Services and Specifications Acceptance Form* is placed after Tab 1e. Any exceptions to the Scope of Work/Services and Specifications are noted and explained.

\_\_\_\_\_ **Tab 1f** – Original bid bond/alternate bid security in the amount of \$100,000 is placed after Tab 1f.

\_\_\_\_\_ Your current bonding capacity information as required is provided after Tab 1f.

## **RFP Instructions To Offeror & Checklist (cont'd)**

### **Tab 2: Evaluation Requirements**

\_\_\_\_\_ **Tab 2a** – A complete response to the Method of Approach and Qualification and Experience pages is placed after Tab 2a.

\_\_\_\_\_ **Tab 2b** – A completed Past Performance and Management Plans is placed after Tab 2b.

\_\_\_\_\_ **Tab 2c** A current Certificate of Insurance (as detailed in the Special Terms and Conditions) is placed after Tab 2c.

\_\_\_\_\_ **Tab 2d** – Financial information (bank statement of financial status or letter of credit, etc.) is placed after Tab 2d.

### **Tab 3: (Reserved for Price Proposals after contract award)**

### **Tab 4: Primary Contract Documents**

\_\_\_\_\_ **Tab 4a** – Completed primary contract documents and support and maintenance information are placed after Tab 4a.

\_\_\_\_\_ **Tab 4b** – Sample Supplemental or End-User Agreement(s) (if applicable) are placed after Tab 4b.

### **Tab 5: Additional Information**

\_\_\_\_\_ **Tab 5a** – Completed RFP Instructions To Offeror & Checklist form is placed after Tab 5a.

\_\_\_\_\_ **Tab 5b** – Descriptive literature, slicks and any other supporting printed data are placed after Tab 5b.

### **Price proposal shall be submitted in a clearly marked, separate sealed envelope**

\_\_\_\_\_ Price proposal is submitted in a separate sealed envelope or package. Mohave will place price proposals after Tab 3 for awarded contracts.

\_\_\_\_\_ A complete printed copy of your price proposal and a CD, USB, or similar electronic media device with the **required** electronic versions of your price proposal, and any additional requested price information is placed in your price proposal.

\_\_\_\_\_ **Step FOUR:** Confirm that the proposal is complete and signed on page 57 by an authorized representative.

\_\_\_\_\_ **Step FIVE:** Make a complete copy of your proposal for your records.

\_\_\_\_\_ **Step SIX:** Proposal shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date set for proposal opening.

An RFP tabulation (a list of respondents) will be posted at [www.mesc.org](http://www.mesc.org) within one week of the RFP opening.

## Scope of Work/Services

*Place after Tab 1e*

### 1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of Job Order Contracting (JOC) for various construction trades as specified within this Request For Proposal. These services are requested for Mohave's membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) consecutive one-year extension options.

Because any work under this contract will be on a Job Order basis, exact project details are not available. General information on the project site, scope of work, schedule, project design and construction budget, or life cycle budget information shall be provided by members prior to usage of awarded contracts.

Mohave may procure, as an entity for its membership, construction and construction services, as applicable, using the following project delivery method: Job order contracting, as stated in Arizona Administrative Code, Article 11: School District Procurement R7-2-1106 through R7-2-1115, ARS § 34-602 (A)(4) and 41-2582(A)(4). Mohave's determination to use alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Article 10: School District Procurement R7-2-1106, ARS § 34-604 and 41-2579. Services shall be procured in accordance with the Arizona Administrative Code, Article 11: School District Procurement R7-2-1106 through R7-2-1115, and ARS § 34-604 and 41-2579.

Under job order contracting (JOC), a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book Pricing allows the contract vendor to apply subcontractor price quotes or total direct project costs to a predetermined General and Administrative (G&A) percentage and profit mark-up. Trade Service (TRA-SER) along with an established labor hourly rate may be used for service and repair projects. When a specific project, or job order, is issued, the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project.

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

Each firm may only respond to the division or divisions authorized by Mohave in your 14G notification of advancement letter.

**General Contractors Divisions 1-49:** Construction services for contract vendors in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades for facilities and sites for a wide variety of educational, other government agencies and not for profit agencies.

**Plumbing Contractors Division 22:** Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of plumbing equipment.

**Heating, Ventilation, and Air Conditions (HVAC) Division 23:** Construction services in the Request for Proposals may include, but not be limited to: installation, repair, and upgrades of HVAC systems and plumbing services as related to HVAC systems.

If a contract vendor is eligible to respond to both plumbing and HVAC divisions, only one response shall be submitted for this RFP. However, the contract vendor shall provide information relating to both plumbing and HVAC divisions, combined or separate for the following: specifications, qualifications in the technical proposal, pricing co-efficients and pricing information.

*Scope of Work/Services continued on next page*

Mohave currently has two JOC contracts (09D-0716) for general contracting. Activity under the contracts from 7/1/12 through 6/30/13 was \$7,663,694 and for year to date (7/1/13 through 6/30/14) is \$8,344,578.

Mohave currently has four JOC contracts (09D-0716 and 10C-0514) for heating, cooling, ventilation, and air conditioning. Activity under the contracts from 7/1/12 through 6/30/13 was \$13,696,461 and for year to date (7/1/13 through 6/30/14) is \$22,689,893.

Mohave currently has one non-JOC contract (09O-1109) for plumbing services. Activity under the contract from 7/1/12 through 6/30/13 was \$215,324 and for year to date (7/1/13 through 6/30/14) is \$146,760.

## 2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request For Proposals Issued	July 11, 2014
Pre-proposal Conference Held	None
Deadline for Questions	August 1, 2014 at 5:00 p.m. (local AZ time)
Published RFP Due Date & Time	August 8, 2014 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposals	August 8, 2014 at 3:00 p.m. (local AZ time)
Notice of Intent to Award ( <i>estimated date only</i> )	August 27, 2014
Execution of Contract(s) ( <i>estimated date only</i> )	September 3, 2014

## 3. SUBMISSION OF PROPOSALS

**3.1** Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

**3.2** The offeror must submit a proposal following information detailed in the *RFP Instructions to Offeror & Checklist*.

## 4. CONTRACT TYPE

The term contract shall be a coefficient applied to a Unit Price Book (UPB), methodology as outlined in Open Book Pricing, and/or time for labor and/or a discount applied to Trade Service (TRA-SER) for products.

*Scope of Work/Services continued on next page*

## 5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

**Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.**

**Responsive and responsible offeror(s) shall provide the following requirements:**

### 1) Technical Proposal:

- a. Offeror's qualifications and experience
- b. Quality of the technical proposal (including all required documents)
- c. Offeror's contract management plan
- d. Offeror's quality management plan
- e. Offeror's subcontractor management plan
- f. Offeror's safety plan and record
- g. Offeror's financial capacity
- h. Information from sub, past performance information and other pertinent information

**2) Price Proposal:** electronic pricing and/or pricing documents, mobilization and travel charges, pricing methodology.

# Specifications

Place after Tab 1e

## **SPECIFICATIONS**

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

**Deviations from specifications:** Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work/Services and Specifications Acceptance Form*.

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

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

Requirement	Comply	Deviate*
<b>1.1 Job Order Contracting - General Requirements</b>		
1.1.01 Contract vendor shall provide all labor, materials, equipment, and services required to complete each project according to the schedule developed with the member representative. All required bonds shall be provided to the member.		
1.1.02 All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contract vendor shall make their personnel aware of such instructions. Contract vendor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.		
1.1.03 If contract vendor prepares drawings, the member representative shall approve drawings prior to contract vendor starting any work.		
1.1.04 Contract vendor's work responsibility shall include planning, programming, administration, and management necessary to provide all construction and related services as specified in the job order. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, and codes.		
1.1.05 Contract vendor shall provide related services such as preparing and submitting required reports and submitting necessary information as specified under this contract and within individual job orders.		
1.1.06 Contract vendor shall ensure that all work meets, or exceeds, critical reliability rates or tolerances specified or included in applicable documents.		

1.1.07	Contract vendor shall ensure all work areas that may pose a hazard are adequately identified and secured at all times.		
1.1.08	Equipment and materials shall be produced by manufacturers and fabricators regularly engaged in the manufacture of similar items and with a history of successful production.		
1.1.09	All new materials furnished under the contract shall be of the latest design, from known manufacturers of the materials, free from defects, and in compliance with the specifications and scope of work. Rebuilt or remanufactured components, such as motors, thermomagnetic breakers, etc. shall be identified and use approved by member representative prior to installation.		
1.1.10	All materials and equipment furnished under the contract shall be of brands and models acceptable to the member representative.		
1.1.11	During progress of any job order which includes drawings, contract vendor shall keep a careful record at jobsite of all changes and corrections from the layouts shown in the drawings. Contract vendor shall promptly enter all such changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "RECORD DRAWINGS AS-BUILT," or a similar notation.		
1.1.12	In addition to all changes and corrections, record drawings shall include the actual location of all sub-surface utility lines, and any overhead obstructions as applicable.		
1.1.13	When requested or required by member, contract vendor shall provide reproducible, professional drafting quality drawings. Member supplied drawings shall be a reproducible design with final record drawings, or drawings from which the contract vendor can develop detailed working drawings. The drawings provided shall be in accordance with current applicable federal, state and local laws, and codes.		
1.1.14	The contract vendor shall promptly notify the member representative in writing if any discrepancies in, or omissions from, any plans, drawings, specifications, and/or any other document for any project are discovered. The contract vendor shall not proceed with the project without written direction from the member representative.		
1.1.15	Contract vendor's personnel may be permitted to use toilet facilities on the premises subject to approval from the member representative. In the event none are available, contract vendor shall, at his expense, provide portable facilities.		
1.1.16	The member may require occupying the area where work is to be performed during the construction period. Contract vendor shall coordinate with member representative to have access to that portion of the area within which work is to be performed. Movement of contract vendor personnel, equipment, materials, and tools shall be confined to that area so as not to interfere with ongoing operations in the work areas.		
1.1.17	Contract vendor shall not build upon or conceal defective work.		
1.1.18	Materials classified by the member representative as salvageable shall remain the property of the member.		
1.1.19	Materials not classified by the member representative as salvageable or repairable shall be disposed of in accordance with current applicable federal, state and local laws, and codes.		
1.1.20	The contract vendor shall immediately notify the member representative if asbestos is identified in the work area. The member representative will provide further instructions to the contract vendor. Removal of asbestos materials shall be accomplished by a contractor licensed in asbestos abatement, and following all current local, state and federal laws for the handling and disposal of asbestos.		
1.1.21	Contract vendor shall conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies shall be corrected prior to any final inspection.		

1.1.22	Prior to final acceptance and payment, contract vendor shall submit any available manufacturers' original operation and maintenance manuals to the member representative for all current applicable equipment and materials. Contract vendor shall conduct a training session to brief member personnel on the operation and maintenance procedures of such equipment and materials.		
1.1.23	A request for final inspection shall normally be requested one day before the desired date or as otherwise negotiated with the member representative. The member representative, or designee, will perform the final inspection with contract vendor. Any discrepancies will be noted and corrected within the time specified by the member representative prior to payment.		
1.1.24	Prior to performance of final inspection, contract vendor shall submit and have the member representative approve all submittals, as-built drawings and manuals.		
<b>1.2</b>	<b>Pricing – Unit Price Book Requirements (UPB)</b>		
1.2.01	Upon member representative acceptance of unit price book pricing methodology to be used under the job order, project pricing shall be based upon a coefficient to be applied to an approved Unit Price Book (UPB).		
1.2.02	<b>Scope of work within Divisions 1-49 of the Construction Specifications Institute:</b> The UPB for contract vendors providing work in Divisions 1-49 shall be the current edition of RS MEANS Facilities Construction Cost Data, or RS Means Costworks software.		
1.2.03	<b>Scope of work within Divisions 1-49 of the Construction Specifications Institute:</b> RS MEANS Building Construction Cost Data, Maintenance and Repair Cost Data, Electrical Cost Data, Mechanical Cost Data, Heavy Construction Cost Data, Plumbing Cost Data, Interior Cost Data, Site Work & Landscape Cost Data, Concrete & Masonry Cost Data is allowable if the appropriate line item is not found in the Facilities Construction Cost Data or Costworks software.		
1.2.04	<b>Scope of work within Division 22 of the Construction Specifications Institute:</b> The UPB for Division-22 Plumbing shall be the current edition of the RS MEANS Plumbing Cost Data book, or the Plumbing Cost Data module activated in the RS Means Costworks software. Contract vendor may perform related services, such as unit repairs, services, and installations for equipment and processes within Divisions 2 (Demolition), 11 (Equipment), and 13 (Special Construction).		
1.2.05	<b>Scope of work within Division 22 of the Construction Specifications Institute:</b> To complete a plumbing project using other ancillary services from other divisions, use of current editions of <i>RS Means Costworks</i> Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Repair and Remodeling Cost Data, Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all jobs that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a plumbing job shall not be allowed under this contract).		
1.2.06	<b>Scope of work within Division 23 of the Construction Specifications Institute:</b> The UPB for Division-23 HVAC shall be the current edition of the RS MEANS Mechanical Cost Data book, or the Mechanical Cost Data module activated in the RS Means Costworks software. Contract vendor may perform plumbing and electrical related services, such as unit repairs, services, and installations for equipment and processes within Divisions 2 (Demolition), 11 (Equipment), and 13 (Special Construction: Controls and Instrumentation).		

<p>1.2.07 <b>Scope of work within Division 23 of the Construction Specifications Institute:</b> To complete a HVAC project using other ancillary services from other divisions, use of current editions of <i>RS Means Costworks</i> Building Construction Cost Data, Interior Cost Data, Electrical Cost Data, Mechanical Cost Data, Plumbing Cost Data, Repair and Remodeling Cost Data, Site Work Cost Data, is allowable if the appropriate line item is not found in the Facilities Construction Cost Data. (A brief descriptive narrative shall be required for all jobs that use ancillary services. Mohave shall randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a HVAC job shall not be allowed under this contract).</p>														
<p>1.2.08 The Weighted City Cost Index (CCI) shall be applied to each division for the city closest to project location and the prices in "Total, include O &amp; P" column in the applicable UPB will be used for project costing.</p>														
<p>1.2.09 Quarterly updates to the CCI shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.</p>														
<p>1.2.10 The total value of applicable line items and quantities will be multiplied by the appropriate CCI and the specified coefficient to determine the lump sum cost of each job order.</p>														
<p>1.2.11 Contract vendor shall provide the member representative with an item project cost prior to starting any job order. At a minimum, the project cost shall include:</p> <table border="0" data-bbox="284 835 998 953"> <tr> <td>Date of Quote</td> <td>Item Number</td> <td>Unit Price</td> </tr> <tr> <td>Item Description</td> <td>Number of Units</td> <td>Grand Total</td> </tr> <tr> <td>Total Line Cost</td> <td>Line Items Subtotal</td> <td>UPB Date</td> </tr> <tr> <td>Coefficient Amount</td> <td>Unit Price Book used</td> <td></td> </tr> </table>	Date of Quote	Item Number	Unit Price	Item Description	Number of Units	Grand Total	Total Line Cost	Line Items Subtotal	UPB Date	Coefficient Amount	Unit Price Book used			
Date of Quote	Item Number	Unit Price												
Item Description	Number of Units	Grand Total												
Total Line Cost	Line Items Subtotal	UPB Date												
Coefficient Amount	Unit Price Book used													
<p>1.2.12 Items that cannot be found in the UPB or other approved RS MEANS cost data index are considered "non pre-priced" items. If the UPB or other approved cost data index contain an item that is basically the same in form, fit and function, it may be used to price a non pre-priced item. If such pricing is used, substantiating rationale and documentation shall be included in the line item cost sheet.</p>														
<p>1.2.13 If like items cannot be found in the UPB, contract vendor shall obtain three written quotes for a non pre-priced item and submit the quotes to Mohave. Mohave shall determine the most appropriate quote to use for adding the item to the approved contract pricing.</p>														
<p>1.2.14 Upon approval from Mohave, the non pre-priced item shall become part of the contract pricing and available for any job order. Contract vendor shall not provide a new item unless and until Mohave approves it.</p>														
<p>1.2.15 A coefficient to be applied to the cost of non pre-priced items shall be provided.</p>														
<p>1.2.16 Coefficients shall be provided for normal business hours (M-F, 7 a.m.-5-p.m.) and "other" hours (after hours, weekends, holidays, etc.). "Other" hours shall only be worked with prior approval from the member.</p>														
<p>1.2.17 Coefficients shall be extended no more than two decimal places.</p>														
<p>1.2.18 Coefficients shall include all costs associated with performing the work contained in the UPB. Such costs include, but are not limited to: the direct cost of doing the work; labor; overhead; general and administrative; profit; project office expenses; mobilization and close-out costs; insurance; compliance with current applicable federal, state and local laws, and codes; protective clothing and equipment; traffic and work site barriers; computer systems and software; vehicles, maintenance and fuel; and all contingencies connected to performing the work. <b>No additional payment will be allowed for these items.</b></p>														

1.2.19	Offeror shall specify in the proposal what additional types of costs are included in the coefficients.		
1.2.20	UPB Division 1 sections before 54, Construction Aids, are excluded from the contract		
1.2.21	except as specified below. Such items shall be included in coefficients. Member may approve specific exceptions caused by unusual and unforeseen circumstances.		
1.2.22	The following UPB Division 1 items are allowed, when the specified work is required or authorized by the member: 01 21 53.50-0010 through 1750 01 45 23.50-0010 through 9000 01 51 13.80-0010 through 0700		
1.2.22	Labor, equipment and material prices will be adjusted in accordance with the prices in each new edition of the UPB. Adjustments will be to the UPB only. No adjustment will be applied to cost items comprising the coefficient. No upward adjustment shall apply to job orders awarded prior to effective date of the adjustment, regardless of the date of commencement of work.		
1.2.23	All prices in the UPB are for completed-in-place construction unless explicitly described otherwise. Waste or excess material quantities are incidental costs, which are included within the coefficient unless explicitly stated otherwise. Quantities used on individual job order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.		
<b>1.3 Pricing – Open Book Pricing Requirements</b>			
1.3.01	Upon member acceptance of the Open Book Pricing methodology to be used under the job order, the project's direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contract vendor shall obtain firm price quotes from three contractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contract vendor shall make known the reasons they were unable to obtain additional price quotes.		
1.3.02	Upon request, contract vendor shall provide member with copies of subcontractor quotes and the basis for selection of each subcontractor.		
1.3.03	If the member objects to a selected subcontractor, member shall make the objection and the reasons for the objection known to the contract vendor. Contract vendor shall then present an acceptable subcontractor for the applicable discipline. Member shall not unreasonably object to, or withhold approval of a subcontractor.		
1.3.04	General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to: project management, estimating, quality control, and administrative labor; field office equipment, materials and supplies; travel and subsistence; temporary field office rental and utilities; submittals and operations and maintenance manuals; small tools, face and clothing protection; project scheduling; compliance per applicable environmental laws; marketing; and Mohave's 1% Administrative fee.		
1.3.05	General and administrative costs include, but are not limited to: home office general and administrative expense; excess liability and auto insurance; business licenses; and home office manager labor. General and administrative cost shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost for the project. All costs shall be identified in the Open Book Pricing workbook and included in your price proposal.		
1.3.06	Profit shall be assessed as a fixed multiplier applied to direct project cost, general conditions cost, and general and administrative costs for the project. The amount of the profit multiplier shall be identified in		

	the Open Book Pricing workbook and included in your price proposal.		
1.3.07	Each job order using Open Book Pricing shall include a completed copy of the worksheets named Price Summary and General Conditions provided in "JOC RFP 14G-0808 Open Book Price Summary.xlsx". All costs shall be identified in the Open Book Pricing workbook and included in your price proposal. Substantially similar documents may be used with Mohave's approval.		
<b>1.4</b>	<b>Pricing – Trade Service (TRA-SER) Requirements</b>		
1.4.01	As an alternative pricing methodology for service, repair, and maintenance projects, Trade Service Plumbing/HVACR price guide may be offered for product pricing.		
1.4.02	The Trade Service Plumbing/HVACR price guide shall be based on the most current update of <i>Trade Service Industry Modern Trade/Net Guide</i> .		
1.4.03	Quarterly and yearly updates to the Plumbing/HVACR price guide ( <i>Trade Service</i> ) shall be required under an awarded contract. Mohave shall set the schedule for allowable quarterly and yearly updates.		
1.4.04	Quarterly or yearly archived Plumbing/HVACR price guide ( <i>Trade Service: eDataFlex Pricing Service CD</i> ) shall be required under an awarded contract. Archived pricing shall be made available upon submission of quarterly or yearly updates.		
1.4.05	Contract vendor shall supply discounts, multipliers, and/or any references used to determine Mohave pricing for the Plumbing/HVACR price guide ( <i>Trade Service</i> ).		
1.4.06	Installation/maintenance services using Trade Service Plumbing/HVACR pricing for products shall include all costs for installation on member quotations.		
1.4.07	Contract vendor shall provide the member with an itemized project cost prior to starting any job order. At a minimum, the project cost shall include: Date of Quote                      Number of Units Item Number                        Item Description Item/Unit Cost                      Labor Rate Labor Hours                        Total Line Cost Line Items Subtotal                Grand Total		
1.4.08	Contract vendor may offer product only services to members. Unit costs shall be based on Trade Service Plumbing/HVACR price guide.		
<b>1.5</b>	<b>Specifications for the Work</b>		
1.5.01	Specifications for the work are attached (Attachment 1 titled: <i>JOC RFP 14G-0808 Specifications.docx</i> ). All work shall be performed in accordance with the attached specifications, as applicable to the awarded divisions.		
1.5.02	Contract vendor may recommend alternate specifications or additional specifications for work to be performed under a job order. Any alternate specification offered shall comply with all current applicable federal, state and local laws, and codes.		
1.5.03	Contract vendor shall obtain approval from member prior to using any alternate specification for any work to be performed under the contract.		
1.5.04	Prior to starting any work, contract vendor shall notify member of any specification that is in conflict with current applicable federal, state and local laws, and codes, and offer an alternate solution that is in compliance.		
1.5.05	When any aspect of a project is not covered by a specification or building code, the minimum standard for good and workmanlike construction shall be performed in accordance with established usage, procedures and acceptable industry practices prevailing in the United States of America.		
1.5.06	No products that contain asbestos fibers shall be used.		

1.5.07	Where practicable, all work shall be accomplished in a manner to match adjacent existing work in the same area or on the same elevation. Contract vendor shall not make adjustments to or alter in any manner member's existing facilities without prior approval from member representative.		
1.5.08	Upon completion of the work, worksite must be clean and free from debris.		
<b>1.6</b>	<b>Services</b>		
1.6.01	Upon request from member, contract vendor shall obtain the permits required for a job order. Member shall reimburse contract vendor for actual cost of such permits. No amount for overhead and profit shall be allowed.		
1.6.02	Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed Job Order Contracting purchase order, for performing construction services.		
1.6.03	Design services shall be provided in accordance with current applicable federal, state and local laws, and codes.		
1.6.04	Upon request from member, and if included in the awarded contract, contract vendor shall provide engineering services related to the job order.		
1.6.05	Engineering services shall be provided in accordance with current applicable federal, state and local laws, and codes.		
1.6.06	Upon request from member, and if included in the awarded contract, contract vendor shall provide maintenance services related to the job order.		
1.6.07	Maintenance services shall be provided in accordance with current applicable federal, state and local laws, and codes.		
1.6.08	There shall be no charge for repair services prior to expiration of the warranty period.		

**\*Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

## Scope of Work/Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 57 certifies complete acceptance of the Scope of Work/Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

**Check one of the following responses to the Scope of Work/Services and Specifications:**

- We take no exceptions/deviations to the Scope of Work/Services and Specifications.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the Scope of Work/Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work/Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

## Supplemental Information – Method of Approach

*Place after Tab 2a*

**Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.**

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
  - Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
  - Communication process with Mohave and its members;
  - Training (initial and ongoing);
  - Delivery time to members; and
  - Any other value-added services that may benefit members.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract or will not meet the public need.
4. In previous JOC contracts, Mohave has had isolated issues with members using design work (estimates, drawings, etc.) to shop our contracts against each other, or against other non-Mohave contracts. How would you prevent such issues from occurring under an awarded contract?
5. If a Mohave member in a geographic area of Arizona remote from your general service area needs your services, please describe how you would use local subcontractors to accomplish the work. What is the maximum amount of work you would subcontract to complete a job?
6. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

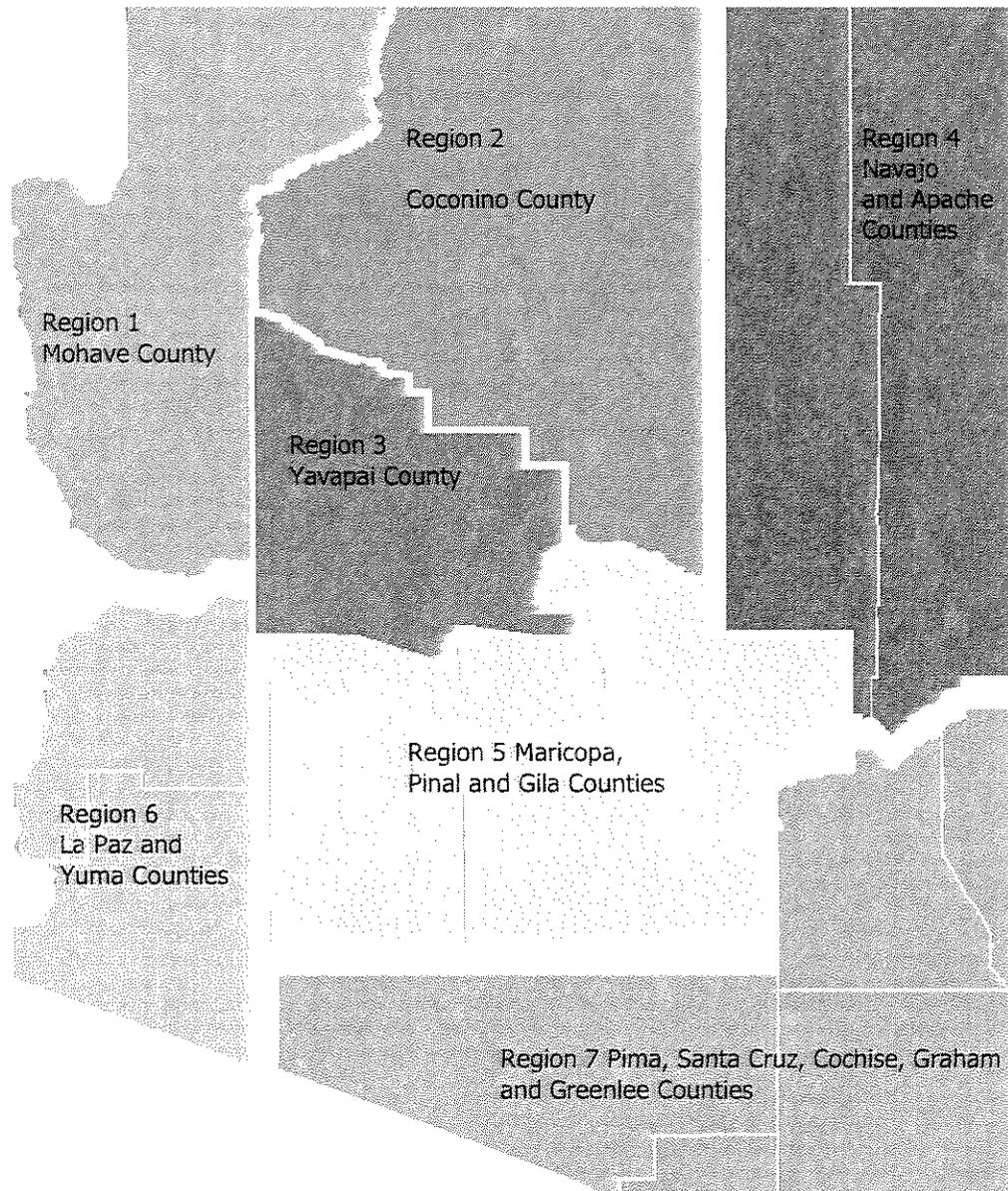
Indicate if your proposal is regional or statewide:      Regional \_\_\_\_\_      Statewide \_\_\_\_\_

Using the chart below, please indicate the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Based upon the regional map on Page 16, indicate which regions, or specific cities/counties within a region, that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Region	Counties	a: % of Business	b: Regions You Will Provide Services In	c: Regions Sales Force Will Target
1	<b>Mohave</b>			
2	<b>Coconino</b>			
3	<b>Yavapai</b>			
4	<b>Navajo and Apache</b>			
5	<b>Maricopa, Pinal and Gila</b>			
6	<b>La Paz, Yuma</b>			
7	<b>Pima, Santa Cruz, Cochise, Graham and Greenlee</b>			

Below is a map, detailing the regions, and the counties that fall within each region.



## Supplemental Information – Qualifications and Experience

*Place after Tab 2a (except as noted below)*

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

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2d.**

4. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*
5. Include information regarding your authorization to submit a proposal for the specified equipment/services and that you can provide the equipment/services if awarded a contract. Indicate if you are a bona fide dealer for the equipment/services in the proposal or if you are a manufacturer of the equipment/services in the proposal.
6. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished in the past five (5) years, for specific job order contracting services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
  - Organization's name and location
  - Organization's representative and contact information (phone and email address)
  - A brief description of the work, when and where the work was performed
  - Any specific issues that may be pertinent regarding the work performed
  - Letters shall be properly dated, signed and on organization's letterhead

## Past Performance and Management Plans

*Place after Tab 2b*

- 1) Provide a list of your firm's job order contracts for the last three years.
  - a. *Include date, contracting agency, contract amount, and contact information for each.*
  - b. *If your firm has no job order contracting experience, provide the required information for your major construction projects.*
  
- 2) If your firm has no job order contracting experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers, and the contractor.
  
- 3) Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state. Include any specialized projects, such as airports, that require proven experience, training, knowledge, and/or certifications.
  
- 4) Provide a statement of your history for submitting claims and change orders.
  - a. *Provide specific information, i.e., type of claim, date, reason, amount, and outcome.*
  
- 5) Indicate if you are offering design, engineering, maintenance, and/or operations services.
  - a. *Describe the services you are offering.*
  - b. *Indicate if in-house staff will provide the services.*
  - c. *Indicate the portions of a project that may be subcontracted to other firms.*
  - d. *Provide a statement of your experience or the subcontractor's experience providing the services, particularly in a job order contract setting.*
  
- 6) Provide a Contract Management Plan.
  - a. *Provide a statement of your plan for performing and managing the work.*
  - b. *What personnel will be used?*
  - c. *How do you plan to ensure prompt responses to job order requests?*
  - d. *How do you plan to ensure an adequate workforce is maintained?*
  - e. *What is your plan for responding to and performing multiple job orders at the same time?*
  - f. *What limitations will you have geographically or in the number of simultaneous job orders?*
  - g. *Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.*
  - h. *Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and/or TRA-SER.*
  - i. *Does your firm currently use CostWorks, TRA-SER, or any other estimating software based on RS Means UPBs. If not, how will you prepare JOC cost quotations and invoices?*

7) Describe your quality management plan.

- a. *How do you set goals and monitor the performance of your company?*
- b. *How do you inspect the work to ensure quality?*
- c. *How do you stay on schedule?*
- d. *What is your complaint and dispute resolution procedure?*
- e. *Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.*

8) Describe your subcontractor management plan.

- a. *Provide a statement of your plan for managing subcontractors.*
- b. *Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract. (See Special Term and Condition 11.6.)*
- c. *How will you recruit subcontractors, particularly in the local communities where work will be performed?*
- d. *How will you ensure acceptable quality for work performed by subcontractors?*
- e. *How will you address controversies and claims related to work performed by subcontractors?*
- f. *Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.*
- g. *Provide a list, including firm name, location, and license number, for subcontractors your firm currently uses.*
- h. *For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements for the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.*

9) Describe your safety plan.

- a. *Provide a current letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and signed by an appropriate individual employed by the insurance company.*
- b. *If your EMR is greater than 1, what actions will you take to lower it?*
- c. *Describe your firm's safety oversight. Do you have a safety manager?*
- d. *Describe the safety training used by your firm and provide a copy of your firm's safety training program.*

## Price Proposal

**Price Proposal shall be submitted in a separate sealed envelope**

**IF YOUR FIRM WAS SHORTLISTED FOR BOTH DIVISION 22 (PLUMBING) AND 23 (HVAC), PROVIDE CO-EFFICIENTS AND PRICING INFORMATION FOR BOTH DIVISIONS OR INDICATE IF THE CO-EFFICIENTS WILL BE IDENTICAL FOR BOTH DIVISIONS.**

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

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

**Notes:** Provide a brief explanation of the rationale for your coefficients. The rationale should indicate how you determined the cost of doing the work and the various elements that made up your coefficients. See Specification Section 1.2, Pricing, for additional information.

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

4. **Open Book Pricing Workbook:**  
**NOTE: The workbook contains cells that include formulas to calculate total costs. Do not override the formulas within these cells.**

If offeror is including the Open Book Pricing methodology in their price proposal, the Open Book Price workbook shall be completed as follows:

- The worksheet titled, "Price Summary" in the electronic Open Book Price workbook titled, "14G Open Book Price Summary.xlsx" includes yellow highlighted cells for *General and Administrative Cost (G&A)* and *Profit*. Place the percentage value your firm will use to calculate overhead and profit for the Direct Project Costs and General Conditions.
- Provide complete information in worksheet titled, "General Conditions" in the electronic Open Book Price workbook titled, "14G Open Book Price Summary.xlsx", which includes general conditions, services, or costs not identified or included in the subcontractor quotations.
- Provide the labor and/or service unit price for the yellow highlighted cells in the section titled, *Admin Fee Items: Unit Price*. Additionally, include the unit of measure (e.g. per hour, per day, per week, etc.) as applicable in the *Unit Of Measure* column.
- Provide additional costs as applicable for yellow highlighted cells in the section titled, *Non-Admin Fee Items*. Non-Admin Fee items include costs that are "passed-through" to member at cost to the contract vendor. *Mohave shall not collect administration fees on the above non-admin fee items.*
- Add line items to the Admin and/or Non-Admin Fee schedules as necessary.

- **Only services/costs identified in this price schedule will be allowed under an awarded contract.**
  - This workbook will serve as your quoting template for all open book projects under an awarded contract.
- 5. Trade Service (TRA-SER) Plumbing/HVACR Price Guide for items and/or services not included in the UPB:**
- Provide one pricing methodology to determine Mohave price:
    - Discount off list (specify discount).
    - Column pricing used (specify column).
    - Combination of discount and column pricing (specify discount and column, and how pricing is determined).
- 6. Professional Services (Provide the applicable hourly rate for each service offered. No coefficient will be applied to these rates.)**
- Design Services
  - Engineering Services
  - Other Professional Services (specify service and rate)
- 7. Maintenance Services and Extended Warranties (Provide the cost for all maintenance services and extended warranties that are available after the warranty period. No coefficient will be applied to these prices.)**
- 8. Other Charges (Provide the additional cost, if any, for any and all additional or incidental charges. Such charges may include the items listed below. No coefficient will be applied to these charges.)**
- 100% Performance and Payment Bonds
  - Meals and incidental expenses (M&IE), transportation and lodging
  - Mobilization (Indicate when mobilization charges would apply.)  
*NOTE: Mobilization may only be used with projects priced using Trade Service and labor. Mobilization charges shall not be allowed with UPB or Open Book Pricing methodologies.*
  - Other

**Travel Description**

If travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin, etc.). Include information regarding what the travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

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**Bond Methodology Description**

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied, etc.) Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

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## Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: \_\_\_\_\_

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

*If yes, please check one:*

Our combined state, city, county and/or other local sales tax rate is \_\_\_% (local rate).

The sales tax rate varies by the location (i.e. ship-to-rate).

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

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments, etc. Additionally, it is Mohave's assertion that a statewide contract available to over 430 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

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

Yes \_\_\_\_\_            No \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

3. List applicable Arizona contractor's licenses held by your company.

Name of licensee	Classification	Number

4. Contact information for purchase orders:

Email Address \_\_\_\_\_

Fax \_\_\_\_\_

Attention of \_\_\_\_\_

5. Sales support by region:

Name	Region served	Phone

6. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes \_\_\_ No \_\_\_            If Yes, what is the discount for 10 days? \_\_\_            20 days? \_\_\_

7. What is your general website (Internet) address? \_\_\_\_\_

8. Contacts for Mohave:

**Main Mohave representative contact:** \_\_\_\_\_  
(*Shall be the main point of contact for members and be responsible for member information requests.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Contract Administrator contact:** \_\_\_\_\_  
(*Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Accounting contact:** \_\_\_\_\_  
(*Shall be the main point of contact for Mohave Accounting Specialists.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Open Order Report/Status Report contact:** \_\_\_\_\_  
(*Shall be the main point of contact regarding open orders.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Audit contact:** \_\_\_\_\_  
(*Shall be the main point of contact for Mohave Accounting Specialists.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Reconciliation contact:** \_\_\_\_\_  
(*Shall be the main point of contact for the reconciliation report.*)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

**Escalation contact:** \_\_\_\_\_  
(*Shall be the main point of contact when an issue needs to be escalated above the main contact for the Proposal/contract. **This contact shall be a different individual than those named for the contacts listed above.***)

Title \_\_\_\_\_ Email address \_\_\_\_\_

Phone number \_\_\_\_\_ Fax \_\_\_\_\_

9. **Payment remittance address** \_\_\_\_\_

Attn: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone (invoice questions) \_\_\_\_\_ FAX \_\_\_\_\_

*Place after Tab 4a*

**Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.**

**Yes**, the following is applicable to our offer. (If yes, please provide the information below.)

**No**, the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the proposal?  Yes  No

If not, how do members obtain warranty and maintenance service?

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

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

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How many technicians are located at each warranty/service facility that would serve a Mohave contract?

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What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

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What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

---

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

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Do you offer extended warranty or maintenance service plans?  Yes  No

If yes, provide a summary of the plans here and/or copies of the plans after this page. Include pricing for extended warranty or maintenance service plans in your price proposal. (Tab 3a.) Place any supplemental end-user agreements forms, which include terms and conditions and/or member signature after **Tab 4b**.

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*Place after Tab 4b*

Will members be required to sign any supplemental end-user agreements (sales, maintenance, etc.)?

Yes  No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

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

Agreements **shall not** include:

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

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.**

**Bid Bond**

*Place after Tab 1f*

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_

(hereinafter called Principal), as Principal, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the city of \_\_\_\_\_, (hereinafter called the

Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for job order contracting for various construction trade services,

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
AGENCY OF RECORD

## Special Terms and Conditions

*Place after Tab 1d*

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions and Standard Terms and Conditions for Construction that appear on pages 36-55. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 35).

### 1. **DELIVERY**

- 1.1. Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 1.5. Restocking fees:** A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

### 2. **FORM OF CONTRACT**

- 2.1. Contract vendor contract documents:** Mohave will review proposed contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. If a firm submitting a proposal requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.
- 2.2. Design and engineering services:** This is not a contract for design or engineering services. Upon request from member, and if included in the awarded contract, contract vendor shall provide design services related to the job order. Such services are only allowable as part of an executed JOC purchase order, for performing services within the specifications and scope of work.
- 2.3. Form of contract:** The form of contract for this solicitation shall be the Request For Proposal, the awarded proposal(s), the Request for Qualifications (RFQ), and properly issued member purchase orders referencing the requirements of the Request For Proposal.
- 2.4. Parol evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

### 3. **INSTALLATION**

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

#### **4. INSURANCE**

**4.1. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

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

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

#### **5. MAINTENANCE FACILITIES AND SUPPORT**

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their offer. If a third party is used to provide maintenance or warranty work, offeror must include details of any such arrangement in the proposal. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that maintenance services are available within 24 hours. Maintenance facilities must have sufficient parts inventory to provide quality service on products sold to members.

#### **6. MANUFACTURER SUPPORT**

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

#### **7. OFFER ACCEPTANCE PERIOD**

**7.1. Proposal acceptance period:** A proposal submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after opening time and date.

#### **8. OVERVIEW**

**8.1. Offeror qualifications:** It is preferred that the offeror have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, and job order contracting services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**8.2. Bid Bond:** Offeror shall provide an original bid bond or alternate bid security in the amount of **\$100,000**. **Place after Tab 1f.** Note: Bid security as a percentage of the bid value (e.g. - 10% of contract award) is not acceptable.

**8.3. Bonding Capacity:** The required minimum single job bonding capacity for this contract shall be \$1,000,000. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your proposal nonresponsive. **Place letter from bonding agency after Tab 1f.**

**8.4. Order cycle overview:**

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

**9. PRICING**

**9.1. Administration fee:** Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

**9.2. Application of pricing:** In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only, be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

**9.3. Basis for pricing:** Contract pricing under this RFP shall be based upon:

1. Coefficient applied to a UPB; or
2. Open Book Pricing; or
3. Discount applied to Trade Service (TRA-SER) Plumbing/HVACR price guide; or
4. A combination of the above.

**9.4. Coefficients:** A coefficient will be applied to the UPB. The coefficient is the multiplier (e.g., .95) that is applied to all UPB prices to determine the member's contract price. Several coefficients may apply to the UPB. Coefficients shall be extended no more than two decimal places.

**9.5. Decimal places:** Pricing shall use a maximum of two (2) decimal places.

**9.6. Effect of price:** No contract shall be awarded solely on the basis of price.

**9.7. New price lists:** New price lists, and workbooks shall only be submitted for review at the renewal anniversary of the contract. Contract vendor shall be bound to the pricing methodologies submitted in the price proposal. Contract vendor shall not be allowed to add new pricing methodologies to their price proposal. Contract vendor will be allowed to remove pricing methodologies. Mohave will review new price lists, and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New price lists, and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists, and/or workbooks found to be non-competitive at any time during the contract will be grounds for terminating the contract.

**9.8. Open Book Pricing:** In addition to UPB-based pricing, Open Book Pricing may be used as an optional pricing method. Member shall select the pricing method for a job order prior to requesting a price quote. Once selected, the pricing method for the job order may not be changed. Open Book Pricing shall consist of direct job cost, project-specific general conditions, a fixed general and administrative cost multiplier, and a fixed profit multiplier. Bond cost and transaction privilege tax (sales tax) will be added to Open Book Pricing for total job order cost.

The factors used in Open Book Pricing shall be consistent with the factors used in determining the UPB coefficient originally awarded in the contract.

Projects that include preconstruction services shall use the UPB pricing methodology as the basis for that pricing. For projects using these preconstruction services, both UPB and Open Book Pricing methodology may be used – UPB for the preconstruction portion, and Open Book for the rest of the project.

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

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

**9.11. Price workbook:** All offerors shall submit their price proposal in paper, and in an electronic format. Provide a CD, USB, or similar electronic media device with the completed price proposal in your response. ***Place within your separately submitted price proposal.***

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

**9.12. Preferred order of pricing methodologies:** The preferred order of pricing for UPB and Trade Service pricing may be as follows:

1. Coefficient applied to a UPB
2. Coefficient applied to UPB labor and equipment. Trade Service product pricing for materials
3. Coefficient applied to UPB labor, equipment, and non pre-priced item
4. Trade Service product pricing and labor rate

**9.13. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

**9.14. Travel time and trip charges:** Contract vendor may charge for travel time, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract.

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

**9.16. Trade Service (TRA-SER):** The successful contract vendor shall furnish Mohave with adequate copies of current Trade Service Plumbing/HVACR price guide to facilitate eligible procurement agencies in placing orders. The copy of the Trade Service eDataflex will be used to archive historical pricing information for Mohave staff to confirm pricing and perform audits under an awarded contract. Mohave will attempt to spread the costs for the Trade Service HVAC and plumbing price guides between all contract vendors awarded a contract.

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

**9.18. Unit price book copies:** The successful contract vendor shall be responsible for providing UPB pricing for Mohave's use. Mohave may require multiple copies of the UPB. Mohave will attempt to spread the costs for the UPB pricing between all contract vendors awarded a contract by purchasing the required pricing and invoicing the vendor, based on the modules used by each vendor.

## **10. SITE REQUIREMENTS**

**10.1. Cleanup:** Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

**10.2. Contract vendor employee fingerprinting:** Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

**10.3. Onsite Contract Vendor Responsibilities:** The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

**10.4. Preparation:** Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**10.5. Registered sex offender restrictions:** For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

**10.6. Safety measures:** Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and

standard practices to protect workers, general public, and existing structures from injury or damage.

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

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

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

## **11. SUBCONTRACTORS**

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

**11.2. Entering subcontracts:** Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

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

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

**11.5. Subcontractor payment:** Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

**11.6. Section Process for Subcontractors:** Contract vendor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

**11.7. Use of subcontractors:** If the contract vendor subcontracts or intends to subcontract part or all of the work under a job order:

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

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

## **12. TERM OF CONTRACT AND EXTENSION**

**12.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

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

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

## **13. TRADE-IN EQUIPMENT**

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled by contract vendor and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

## **14. WARRANTY/QUALITY GUARANTEE**

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

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

**14.3. Quality:** Unless otherwise specified, contract vendor warrants that for one (1) year after acceptance of the equipment or materials by member, they shall be:

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

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

## Special Terms and Conditions Acceptance Form

*Place after Tab 1d*

*Signature on 57 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Special Terms and Conditions:**

- We take no exceptions/deviations to the Special Terms and Conditions.**

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

## General Terms and Conditions

*Place after Tab 1c*

### 1. CANCELLATION

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

**1.2. Cancellation for conflict of interest:** Mohave may cancel this contract pursuant to ARS § 38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

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

**1.4. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

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

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

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

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

**1.8. Gratuities:** Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

## **2. CERTIFICATION**

By signing the Offer and Acceptance Form (page 57 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work/services and specifications and other documents in this solicitation.
- The submission of the proposal did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work/services, specifications, and other documents of this Request For Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

## **3. CONFIRMATION**

If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive. Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file.

#### **4. CONFIDENTIAL INFORMATION**

- 4.1. Confidential information request:** If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire proposal as confidential will not be considered.
- 4.2. Pricing:** Mohave will not consider pricing to be confidential or proprietary.
- 4.3. Public record:** All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

#### **5. COOPERATIVE PURCHASING**

- 5.1. Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.
- 5.2. Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.
- 5.3. Most favored customer:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

#### **6. ESTIMATED QUANTITIES**

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work/Services (page 5) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

#### **7. EVALUATION & AWARD**

- 7.1. Basis of award:** In accordance with Arizona Administrative Code, Article 10: School District Procurement R7-2-1110, ARS § 34-604(F)(9) and 41-2579(F)(9), award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) receive the highest score(s) under the method of scoring in the RFP. Mohave reserves the right, but is not required to use model projects to determine the most advantageous cost proposal(s). To qualify for evaluation, a proposal must have been submitted on time, and materially satisfy all mandatory requirements identified in this document.
- 7.2. Competitive range:** Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.
- 7.3. Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

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

<b>Criteria</b>	<b>Points</b>
<b>Technical Proposal Evaluation</b>	
Offeror's qualifications and experience	40
Quality of the technical proposal	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's safety plan and record	5
Offeror's financial capacity	5
Information from references, past performance information and other pertinent information	5
<b>Technical Proposal Total</b>	<b>100</b>
<b>Price Proposal Evaluation</b>	
Cost	25
Other appropriate evaluations described in R7-2-1046:	
Travel; meals & incidental expenses (M&IE); transportation costs; energy costs; ownership costs; life cycle costs	5
<b>Price Proposal Total</b>	<b>30</b>
<b>Grand Total</b>	<b>130</b>

**7.5. Evaluation process:** Before opening any price proposal, the selection committee shall open and evaluate the final technical proposals and score the final technical proposals using the scoring method in this request for proposal. No other factors or criteria shall be used in evaluation and scoring. After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open, evaluate and score the price proposals, and complete scoring of the entire proposal using the scoring method in this request for proposal. No other factors or criteria shall be used in evaluation and scoring.

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

**7.7. Maximum job order:** The maximum dollar of an individual job order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to Title 38, Chapter 3, Article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement. A specific single project means a project that is constructed at a single location, at a common location, or for a common purpose (ARS § 28-7361.18).

**7.8. Method of evaluation:** Mohave shall select a selection committee of not more than seven (7) members to evaluate the statement of qualifications. Composition of the selection committee shall be in compliance with Arizona Administrative Code, Article 10: School District Procurement R7-2-1107, ARS § 34-604(C)(3) and § 41-2579(C)(3).

**7.9. Multiple award:** To assure that our contracts meet the requirements of all members, Mohave may award up to five general contracting, five HVAC and three plumbing contracts to individual firms receiving the highest number of points, for similar job-order-contracting construction services within a specialty division (e.g. Division 23 HVAC) or within all divisions. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

**7.10. Non-exclusive contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

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

**7.12. Reasonably susceptible of being awarded:** A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

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

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

**7.15. Total costs:** Total member costs include energy, facilities, repair costs, present values of money, contract vendor charges, personnel costs and all other identifiable member costs. Contract vendor charges include all the costs of contract vendor support, materials, transportation and all other identifiable costs associated with the proposal.

*Contract vendor costs means the costs of all hardware, materials, software, transportation, contract vendor support and all other identifiable costs associated with the proposal.*

*Contract vendor support means services provided by the contract vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.*

## **8. FEDERAL & STATE REQUIREMENTS**

**8.1. Compliance with federal and state requirements:** Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Offerors for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Offerors, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

**8.2. Compliance with workforce requirements:** Pursuant to ARS § 41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

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

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

**8.4. Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via [www.wdol.gov](http://www.wdol.gov) or by requesting a copy from the member.

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

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

**8.7. Terrorism country divestments:** In accordance with ARS § 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

## **9. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

## **10. INDEMNIFICATION**

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

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

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

**11. INTERVIEWS:** After receipt and opening of preliminary technical proposals, Mohave will not hold interviews during the evaluation of this RFP.

## **12. LICENSES**

In accordance with ARS § 34-605(E)(2) and 41-2580(E)(2): The contractor is required to be licensed to perform construction.

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

The contract vendor is not required to be registered to perform design services pursuant to A.R.S. Title 32, Chapter 1 if the person actually performing the design services on behalf of the contract vendor is appropriately registered.

## **13. OFFER ACCEPTANCE PERIOD/WITHDRAWAL**

**13.1. Late proposals:** Except as authorized by Arizona procurement rules and code, late proposals shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

**13.2. Withdrawal of proposal:** An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the request for proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

#### **14. ORDERING CYCLE**

**14.1. Acceptance of orders:** This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

**14.2. Audit of contract activity:** Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

**14.3. Contract vendor contacts:** Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

**14.4. Open order and status reports:** Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

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

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

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

#### **15. OVERVIEW**

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

**15.2. Modification of contract:** An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

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

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

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

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

**15.7. Audit rights:** In accordance with applicable Arizona law, contract vendor's and subcontractor books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

**15.8. Availability of funds:** Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

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

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

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

**15.12. Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

**15.13. Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

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

**15.15. Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's members.

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

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

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. RFP response
5. Attachments and exhibits
6. Documents referenced or included in the solicitation

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

**15.19. Relationship of the parties:** Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

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

**15.21. Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

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

## **16. PAYMENT**

**16.1. Billing:** All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

**16.2. Contacting member about payment:** Contract vendor may contact member directly for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

**16.3. Contract vendor invoice:** Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

**16.4. Contract vendor payment:** Member shall issue payment to contract vendor after receipt of invoice.

**16.5. Correct billing:** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

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

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

**16.6. Credit hold:** Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

**16.7. Payment time:** Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

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

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

**16.10. Reporting and payment of administration fees to Mohave:** The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup> or 30<sup>th</sup>** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:

625 E. Beale St.  
Kingman, AZ 86401

## **17. PREPARATION OF PROPOSAL & PROPOSAL FORMAT**

**17.1. Modification of proposal:** An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the request for proposals for receipt of proposals.

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

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

**17.4. Proposal forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered. ***Each offeror shall submit separately a technical and a price proposal.*** When applying the scoring method, the committee will separately evaluate the technical and price proposals. The technical proposal will be evaluated and scored before opening the price proposal. To be considered responsive, the offeror's entire proposal must reasonably and substantially conform to all the terms and conditions in the solicitation.

### **Technical and price proposals:**

**Technical proposal consists of:** the offer and acceptance; terms and conditions; scope of work/services and specification documents; offer and acceptance; amendments (if any); acceptance of general & special terms and conditions; scope of work/services; specifications with exceptions/deviations noted; bid bond/alternate security; bonding

capacity; complete response to the Method of Approach and Qualification and Experience pages; completed primary contract documents; support and maintenance information; certificate of insurance; company financials; past performance and management plans; sample supplemental agreements; and any additional information.

**Price proposal consists of (submitted in a sealed package from the technical proposal):** all pricing related to the work/services to be provided under an awarded contract, and pricing methodologies.

## **18. PROTESTS**

Protests shall be filed with Julia E. Tribbett, the Executive Director of Mohave (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 pm, local AZ time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

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

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

## **19. RIGHT TO ASSURANCE**

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

## **20. SAFETY STANDARDS**

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

## **21. SHIPPING**

**21.1. Shipping terms/transfer of title:** Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

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

**21.3. Shipping charges:** Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

**21.4. Shipping errors/risk of transportation:** Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for

return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

## **22. SUSPENSION OR DEBARMENT STATUS**

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

## **23. TAXES**

**23.1. Federal Excise Tax:** Most members are exempt from paying Federal Excise Tax.

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

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

**23.4. Property taxes:** Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

**23.5. Reservation or tribal tax:** If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

**23.6. Transaction Privilege Tax (Sales Tax):** Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.

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

# Standard Terms and Conditions for Construction

Place after Tab 1c

## 1. **BID SECURITY**

- 1.1. Amount of bid security:** All offerors for a contract under this RFP shall include acceptable bid security in the amount of **\$100,000** with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS § 34-610 and 41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS § 15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."
- 1.3. Form of bid security:** Acceptable bid security for this RFP will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS § 34-610 and 41-2573]. Bid security may be provided using the form found in the primary contract document pages of this RFP, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your proposal nonresponsive.

## 2. **CHANGE ORDERS**

- 2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.
- 2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in ARS § 41-2552.

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

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

## 3. **CONSTRUCTION CONTRACTS**

- 3.1. Cancellation by Mohave:** Mohave reserves the right to cancel a contract resulting from this RFP if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.
- 3.2. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the contract vendor by the member.

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

**3.4. Construction contract requirement:** In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract will prevail. In any contract between the member and the contract vendor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The contract vendor will acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

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

**3.6. Member representative:** All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

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

**3.8. Void provisions:** A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213, 34-227, and 41-2583)

**3.9. Work performed by the member:** Work to be performed by the member must be clearly described and agreed upon prior to project start up.

#### **4. CONSTRUCTION SCHEDULE**

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

**4.2. Schedule requirement:** A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

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

#### **5. COORDINATION**

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

**5.2. Coordination with other vendors:** The contract vendor shall coordinate with other contractors and vendors.

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

## **6. DELIVERY OF CONSTRUCTION MATERIALS:**

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

**6.2. Delivery requirement:** The contract vendor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's representative.

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

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

## **7. INSURANCE**

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

**7.2. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

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

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

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

## **8. LABOR PRACTICES**

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

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

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

**8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

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

## **9. LIQUIDATED DAMAGES**

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

## **10. MEMBER COSTS**

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

## **11. PERFORMANCE AND PAYMENT BONDS**

**11.1. Issuing performance and payment bonds:** Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS § 34-222, 34-223, 34-611, 28-6923, 41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor will supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

**11.2. Payment bond requirement:** An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

**11.3. Performance bond requirement:** An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. The performance bond and payment bond for each job order shall cover the full amount of the project under the job order, and shall not include coverage of any amounts for design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the job order. (The contract shall be available for use by any or all Mohave members. There is not an initial estimate of the amount of construction that will be done under the contract by the members. Therefore, the amount of performance and payment bonds must be based upon the amount of each job order.)

## **12. PROGRESS PAYMENTS**

**12.1. Progress Payments on Construction:** R7-2-1105 and ARS § 34-609 and 41-2577 allows for progress payments if the contract vendor agrees to adhere to ARS § 34-609(B)(D)(F) and 41-2577(B)(D)(F) and as applicable in ARS § 34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the offeror that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A) and ARS § 34-609(A) and 41-2577(A). In such cases, the offeror agrees to hold Mohave harmless for any deficiency of payment.

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

**12.2. Schedule of payments:** Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the offeror agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The offeror may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and ARS § 34-609(I) and 41-2577(E).

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

**12.3. Subcontractor notification:** A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105(C) and ARS § 41-2577(C) and 34-609(C)]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

## **13. PROJECT ADVERTISING**

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

## **14. PROJECT COMPLETION**

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

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

## **15. PUBLIC WORKS**

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

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

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

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

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

## **16. RETENTION**

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

## **17. RULES, REGULATIONS AND CODES**

**17.1. Certification of personnel regarding renovations, repair, and painting:** Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

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

**17.3. Hazard notification:** Contract vendor must advise member whenever work is expected to be hazardous.

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

## **18. SUITS FOR NONPAYMENT OR NONPERFORMANCE**

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F), and in ARS title 34 or 41 as applicable.

## **19. SURETY COMPANIES**

**Surety company requirements:** Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing provided by the Corporate and Financial Affairs Division of the Arizona Department of Insurance ([www.id.state.az.us](http://www.id.state.az.us)).

## **20. WARRANTY/MAINTENANCE CONTRACTS**

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

**20.2. Warranty work:** The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

## **21. WORKSITE**

**21.1. Site access:** The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

**21.2. Site conditions:** The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

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

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

## General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form

*Place after Tab 1c*

*Signature on Page 57 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and the Standard Terms and Conditions for Construction:**

- We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

*(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions and/or Standards Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

## Offer and Acceptance Form

Place after Tab 1a

### RFP 14G-0808 Job Order Contracting for Various Construction Trades

#### To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

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

Primary Email \_\_\_\_\_ Alternate email \_\_\_\_\_

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

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

The offer and acceptance form should be submitted with a signature by the person authorized to sign the proposal. The person signing the proposal shall initial erasures, interlineations, or other modifications in proposal. Failure to sign the proposal and contract award document, or to make other notations as indicated, may result in rejection of proposal.

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

### Acceptance of Offer and Contract Award (Mohave Only)

#### **Your Proposal is Hereby Accepted:**

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

This contract shall be effective this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Julia E. Tribbett, Executive Director  
Mohave Educational Services Cooperative, Inc.



## Request for Qualifications 14G-0516 Job Order Contracting for Various Construction Trades

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ARIZONA COOPERATIVE PURCHASING

## REQUEST FOR QUALIFICATIONS 14G-0516

### Job Order Contracting for Various Construction Trades

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks statements of qualifications to establish contracts for Job Order Contracting for Various Construction Trades.

**Due Date & Time:** May 16, 2014 at 3:00 p.m. (local Arizona time)

**Pre-Qualifications Conference:** Thursday, April 17, 2014 at 10:30 a.m. (local Arizona time)  
MeetingBridge Conference Call – Audio Only  
For login information contact Nancy Colbaugh CPPB,  
no later than Tuesday, April 15, 2014.

**Last Day for Questions:** May 9, 2014 by 5:00 p.m. (local Arizona time)

**Request for Qualifications Questions Must Be Directed To:**

Nancy L. Colbaugh, CPPB  
Email: [contracts@mesc.org](mailto:contracts@mesc.org)  
Telephone: (928) 718-3228

This solicitation consists of RFQ Statement of Qualifications Instructions & Checklist, scope of services, evaluation criteria, general terms and conditions, Statement of Qualification submittal and Architect-Engineer Qualifications Form SF330. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a Statement of Qualifications. Failure to examine any of the requirements will be at the offeror's sole risk.

**To be considered, Statements of Qualifications shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 211 N. 7th Street, Kingman, AZ 86401** in a sealed envelope or box with Request for Qualifications 14G-0516, offeror's name, mailing address, and Statement of Qualifications due date and time clearly indicated on the envelope or box. Statements of Qualifications must be in the actual possession of Mohave on or prior to the exact time and date indicated above. Statements of Qualifications shall be opened immediately following the Statement of Qualifications due date and time, with the name of each offeror publicly read and recorded. Late Statements of Qualifications shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Potential offerors are encouraged to keep this in mind when arranging delivery of their Statement of Qualifications and are advised herein that late Statements of Qualifications shall be rejected.

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

**Julia E. Tribbett**  
**Executive Director**  
**Mohave Educational Services Cooperative, Inc.**

**Publish Date: April 4, 2014**

Template Rev. 14-04

## Request for Qualifications Statement of Qualifications Instructions & Checklist

You have received this solicitation because of information you provided on Mohave's "online potential bidders registration." **Review this document in its entirety to make sure you fully understand the services and products that we are requesting.** Please do not assume a particular form, section, or requirement does not, or should not, apply to you. Contact Mohave with any questions you may have at [contracts@mesc.org](mailto:contracts@mesc.org).

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

### PRICING SHALL NOT BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS.

**Offeror shall organize the Statement of Qualifications in the following manner:**

\_\_\_\_\_ **Step ONE:** Read and understand the document. You are responsible for asking any questions regarding the information you are required to include with your response. Do not hesitate to contact the responsible Contract Specialist at Mohave for clarification on any items contained in this solicitation.

\_\_\_\_\_ **Step TWO:** One (1) original and five (5) complete copies of your Statement of Qualifications shall be submitted in separate three-ring loose-leaf binders in the format detailed below. Statement of Qualifications shall contain all descriptive literature, submittal requirements, and any other information required by the solicitation. Include a CD, USB, or similar electronic media device with electronic copies of your submitted documents.

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

\_\_\_\_\_ **Step THREE:** Statement of Qualifications shall be presented in the order requested below, with separate sub-tabs (e.g. 1a, 1b) and colored dividers.

#### **Tab 1: Offer & Signature Form, General Terms and Conditions, and Scope of Services**

\_\_\_\_\_ **Tab 1a** – Signed Offer and Signature Form is placed after Tab 1a.

\_\_\_\_\_ **Tab 1b** – Addenda, if any, are placed after Tab 1b.

\_\_\_\_\_ **Tab 1c** – A complete copy of the General Terms & Conditions is placed after Tab 1c.

\_\_\_\_\_ A completed copy of the *General Terms and Conditions Acceptance Form* is placed after Tab 1c. Any exceptions to the General Terms and Conditions are noted and explained.

\_\_\_\_\_ **Tab 1d** – A copy of the Scope of Services is placed after Tab 1d.

#### **Tab 2: Statement of Qualifications**

\_\_\_\_\_ **Tab 2** – A complete response to the Statement of Qualifications pages is placed after Tab 2, with separate sub-tabs and colored dividers.

## Request for Qualifications Statement of Qualifications Instructions & Checklist (cont'd)

### **Tab 3: Additional Information**

\_\_\_\_\_ **Tab 3** Descriptive literature, slicks and any other supporting printed data are placed after Tab 3.

\_\_\_\_\_ **Step FOUR:** Confirm that the Statement of Qualifications is complete and signed on page 17 by an authorized representative.

\_\_\_\_\_ **Step FIVE:** Make a complete copy of your Statement of Qualifications for your records.

\_\_\_\_\_ **Step SIX:** Statement of Qualifications shall be submitted to the proper location in a sealed and properly identified envelope or package, as specified on page 1 of this solicitation. Statement of Qualifications must be in the actual possession of Mohave on, or prior to, the exact time and date set for Statement of Qualifications opening. Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

A Request for Qualifications tabulation (a list of respondents) will be posted at [www.mesc.org](http://www.mesc.org) within one week of the Request for Qualifications opening.

## Scope of Services

*Place after Tab 1d*

### 1. BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of Job Order Contracting for various construction trades as specified within this Request for Qualifications. These services are requested for Mohave's membership of over 430 public agencies.

Mohave may procure, as an entity for its membership, construction and construction services, as applicable, using the following project delivery method: Job Order Contracting, as stated in ARS §34-602(A)(4) and §41-2582(A)(4). Mohave's determination to use alternative project delivery methods for construction contracts is in accordance with the Arizona Administrative Code, Article 10: School District Procurement §R7-2-1116.B, ARS §34-604 and §41-2579, and the Uniform System of Financial Records memorandum No. 248. Services shall be procured in accordance with the Arizona Administrative Code, Article 10: School District Procurement (refer to USFR Memorandum No. 248), and ARS §34-604 and §41-2579.

This Request for Qualifications is the first of a two-step procurement process. Contracts, if any, will be awarded in accordance with the Request for Proposal. Mohave will issue a Request for Proposal to a final list of responsive and responsible vendors determined to be the most qualified to perform the specified construction services. The final list shall be at least three, but no more than five offerors.

Because any work under this contract will be on a Job Order basis, exact project specifications are not available. General specifications will be included in the Request for Proposal issued to firms whose statements of qualifications are approved. Those specifications will form the basis for any work to be performed. The specifications are intended to indicate the requirements of Mohave's members, which will include generally accepted practices in the construction industry.

Mohave has not determined if Job Order Contracting (JOC) contracts will be awarded on a general contracting, specialty contracting, or combination basis. Therefore, Mohave will consider statements of qualifications for general and/or specialty contracting. For purposes of this Request for Qualifications, specialty contracting is defined as work applicable to one or more of the divisions specified by the Construction Specifications Institute, (e.g., Division 4, Masonry; Division 22, Plumbing; and Division 23 Heating, Ventilation, and Air Conditioning).

Mohave has current contracts for related work (i.e., JOC electrical, JOC fencing, flooring, roofing, electronic safety and security, fire suppression, painting, asphalt paving, plumbing, etc.). Any contract awarded as a result of this Request for Qualifications will be in addition to those contracts, but will not replace them. The Mohave member shall retain the right to determine which contracts are in their best interests.

### 2. DESCRIPTION

Mohave desires to contract with a qualified and experienced offeror, or offerors, to provide quality Job Order Contracting (JOC) for various construction trades for Mohave's statewide membership. Various construction trades in the Request for Proposals may include, but not be limited to: minor construction, repair, rehabilitation and alteration services.

Under JOC, a master contract is established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). Pricing may also be established through an Open Book Pricing methodology. Open Book pricing allows the contract vendor to apply subcontractor price quotes and total direct project costs to a predetermined General and Administrative percentage and profit mark-up. Trade Service (TRA-SER) along with an established labor hourly rate may be used for service and repair projects. When a JOC order is issued the member and the contractor agree on the scope of work, pricing methodology to be used, and the cost is determined by applying the agreed upon pricing methodology for the entire project. **Statements of Qualifications shall not include pricing, coefficients or General and Administrative percentage and profit mark-up information.**

Mohave currently has two JOC contracts (09D-0716) for general contracting. Activity under the contracts from 7/1/12 through 6/30/13 was \$9,261,158 and for year to date (7/1/13 through 4/4/14) is \$1,723,680.

Mohave currently has four JOC contracts (09D-0716 and 10C-0514) for heating, cooling, ventilation, and air conditioning. Activity under the contracts from 7/1/12 through 6/30/13 was \$11,579,542 and for year to date (7/1/13 through 4/4/14) is \$11,614,498.

This information is provided as an aid to vendors in preparing statements of qualifications only. It is not to be considered a guarantee or estimate of volume under this Request for Qualifications. The successful offeror(s)' coefficient(s) and any other pricing shall apply regardless of the volume of business under the contract.

### 3. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Qualifications Issued	April 4, 2014
Pre-qualifications Conference Held	April 17, 2014, 10:30 a.m. (local AZ time) Location: Teleconferenced (audio only) Pre-qualifications conference will be held utilizing MeetingBridge telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	May 9, 2014 at 5:00 p.m. (local AZ time)
Published Request for Qualifications	May 16, 2014 at 3:00 p.m. (local AZ time)
Due Date & Time	625 East Beale Street, Kingman, AZ 86401
Public Opening of Request for Qualifications	May 16, 2014 at 3:00 p.m. (local AZ time)
Selection of Final List ( <i>estimated date only</i> )	May 28, 2014
Request for Proposals Issued ( <i>estimated date only</i> )	June 18, 2014

### SUBMISSION OF STATEMENT OF QUALIFICATIONS

- 3.1. Statement of Qualifications shall provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2. The offeror must submit its Statement of Qualifications following information detailed in the *RFQ Statement of Qualifications Instructions to Offeror & Checklist*.

### 4. CONTRACT TYPE

No contracts shall be awarded from this Request for Qualifications.

## 5. EVALUATION CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

<b>Criteria</b>	<b>Points</b>
Offeror's qualifications and experience	40
Quality of the Statement of Qualifications	20
Offeror's contract management plan	10
Offeror's quality management plan	10
Offeror's subcontractor management plan	5
Offeror's financial capacity	5
Offeror's safety record	5
Information from references	
PPI information and other pertinent information	<u>5</u>
<b>Total</b>	<b>100</b>

### References used in this Request for Qualifications:

- Construction Specifications Institute: [www.csinet.org](http://www.csinet.org)

## General Terms and Conditions

*Place after Tab 1c*

### 1. CERTIFICATION

By signing the Offer and Signature Form (page 17 of the Request for Qualifications), offeror certifies the following:

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

### 2. CLARIFICATION

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

### **3. CONFIDENTIAL INFORMATION**

**3.1 Confidential information request:** If offeror believes that its Statement of Qualifications contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the Statement of Qualifications, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

**3.2 Public record:** All Statement of Qualifications submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

### **4. COOPERATIVE PURCHASING**

**4.1 Cooperative purchasing:** Any awarded contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

**4.2 Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

**4.3 Most favored customer:** Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through any subsequent awarded contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

### **5. EVALUATION & AWARD**

**5.1. Basis of award:** In accordance with ARS §34-604(F)(2) and §41-2579(F)(2), Mohave shall issue a Request for Proposal to a final list of responsive and responsible vendors determined to be most qualified to perform the specified construction services. To qualify for evaluation, a Statement of Qualifications must have been submitted on time, and materially satisfy all mandatory requirements identified in this solicitation.

**5.2. Deviations and exceptions to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your Statement of Qualifications from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

**5.3. Formation of contract:** No contracts shall be awarded from the Request for Qualifications.

**5.4. Interviews:** Mohave shall not hold interviews during the evaluation of this Request for Qualifications.

**5.5. Maximum JOC order:** The maximum dollar of an individual JOC order shall be one million dollars or such higher or lower amount prescribed by the purchasing agency in an action noticed pursuant to title 38, chapter 3, article 3.1 or a rule adopted by the purchasing agency as the maximum amount of an individual JOC order. Requirements shall not be artificially divided or fragmented in order to constitute a JOC order that satisfies this requirement. A specific single project means a project that is constructed at a single location, at a common location, or for a common purpose (ARS §28-7361.18).

**5.6. Method of evaluation:** Mohave shall select a committee of not more than seven (7) members to evaluate the Statement of Qualifications. Composition of the committee shall be in compliance with ARS §34-604(C)(3) and §41-2579(C)(3).

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

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave members. A multiple award shall be limited to the least number of offerors necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave may consider regional awards to meet the membership needs.

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

**5.9. Request for Proposal:** The evaluation committee shall determine a final list of offerors to receive a Request for Proposal for general contracting and/or specialty contracting. The final list shall be at least three, but no more than five offerors for each discipline.

**5.10. Responsive Statement of Qualifications:** A responsive Statement of Qualifications reasonably and substantially conforms to all material requirements of the solicitation. Statement of Qualifications shall be responsive to receive further consideration. Mohave reserves the right to waive minor informalities.

## **6. INSURANCE**

**6.1 Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$2,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder.

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

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

## **7. LICENSES**

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

## **8. STATEMENT OF QUALIFICATIONS ACCEPTANCE PERIOD/WITHDRAWAL**

**8.1 Late Statement of Qualifications:** Except as authorized by Arizona procurement rules and code, late Statement of Qualifications shall not be considered.

**8.2 Statement of Qualifications acceptance period:** A Statement of Qualifications submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after opening time and date.

**8.3 Withdrawal of Statement of Qualifications:** At any time prior to the specified due date and time, offeror may withdraw his Statement of Qualifications. After the opening time and date, Statement of Qualifications may not be withdrawn, except as allowed by Arizona procurement rules and code.

## **9. OVERVIEW**

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

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

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

**9.4 Construction services:** Construction, and one or more related services, such as maintenance services, operations services, design services and preconstruction services as those services are authorized in the definition of JOC.

**9.5 Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

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

**9.7 Eligible agencies:** Any contract awarded from this solicitation process shall be available to all members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, [www.mesc.org](http://www.mesc.org). Actual use of any contract will be at the sole discretion of Mohave's members.

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

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

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

**9.11 Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

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

#### **10. PREPARATION OF THE STATEMENT OF QUALIFICATIONS & STATEMENT OF QUALIFICATIONS FORMAT**

**10.1 Amendment of Statement of Qualifications:** A Statement of Qualifications may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

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

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

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

**10.5 Statement of Qualifications forms:** The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed Statement of Qualifications shall not be considered.

#### **11. PRICING**

**11.1 Basis for pricing:** Contract pricing under the subsequent request for proposal awards shall be based upon: Coefficient applied to a UPB; and/or Open Book pricing; and/or discount applied to TRA-SER price guide.

**11.2 Pricing requirements:** Pricing is not requested in the Statement of Qualifications and shall not be included in your response.

## **12. PROTESTS**

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

A protest must include:

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

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

## **13. SUSPENSION OR DEBARMENT STATUS**

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

## **14. TERM OF CONTRACT AND EXTENSION**

**14.1. Contract period:** It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services from the subsequent request for proposal awards. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

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

## General Terms and Conditions Acceptance Form

*Place after Tab 1c*

*Signature on Page 17 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

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

- We take no exceptions/deviations to the general terms and conditions.**

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

*(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your Statement of Qualifications from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

## **Statement of Qualifications Submittal**

*Place after Tab 2*

### **Statement of Qualifications (Prepare a Statement of Qualifications as outlined below):**

**a. Table of Contents**

- Provide a Table of Contents for your Statement of Qualifications.
- Place each major section after an indexed tab (e.g. 2a, 2b) and colored dividers.

**b. Letter of Introduction**

- Provide a brief introduction of your firm and its interest in this procurement.

**c. Contents**

- Basic Company Information:
  - Company Name
  - Address
  - Telephone Number
  - Fax Number
  - Name of Primary Contact
  - Email Address of Primary Contact
  - Number of Years in Business
  - License(s) held by the Firm: License(s) shall include the current Arizona Contractors license number applicable to perform the scope of work. A copy of your current license shall be included in your response.
  - If the firm has more than one office, provide specific information about the parent company and administering office, and other branch offices.

**d. General Contracting and/or Specialty Contracting**

- Indicate whether your firm is submitting a State of Qualifications for general or specialty contracting. If your firm is submitting as a specialty contractor, include a list of the divisions, (as defined by the Construction Specifications Institute), for the work you are providing work in.

**e. Form of Ownership**

- Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.).
- If responding as a joint venture with fewer than two relevant projects, as a joint venture, submit qualifications for each firm.

**f. Personnel**

- Provide information about the firm's personnel resources (average size of workforce, position classifications, experience, training, location(s) of personnel).
- Include information about support staff (office workers, etc.).
- Provide detailed information describing education, training and qualifications for key personnel (general management, project management, estimator, engineer, construction superintendent, FAA project experience and training, etc.).
- Describe your plan for personnel recruitment.
- Provide an organization chart for your firm.
- Complete and enclose a General Services Administration Standard Form 330, to the extent applicable to your firm. Notes on GSA SF330 are as follows:

**GENERAL SERVICES ADMINISTRATION STANDARD FORM 330:**

While the title of this form is "Architect-Engineer Qualifications", the intent is to have the firm responding to this Request for Qualifications fill out the form. We are not looking for you to obtain the services of an architect and/or engineering firm to fill out this form.

The form is to be used to review your qualifications, as applicable under our Request for Qualifications.

**GENERAL SERVICES ADMINISTRATION STANDARD FORM 330 (CONT'D):**

Instruction Pages 1 - 9 of Form 330 are instructions to assist you in filling out the form. Standard Form 330 Pages 1 - 6 should be filled out and returned with your Statement of Qualifications. Page 7 of Standard Form 330 (marked as Part II - General Qualifications) will only need to be used if you have more than one branch office that would be seeking work under an awarded contract.

Section C "Proposed Team" (page 2 of Instructions) asks for information about your key subcontractors. You may skip this portion of the form, as this information is required in section g, "Consultants and Subcontractors", below.

**g. Consultants and Subcontractors**

- Provide the names and locations of consultants and subcontractors you plan to use, if any.
- List or describe the services to be provided by each.
- Provide a statement of your subcontractors' experience providing the services, particularly in a JOC setting.

**h. Financial Information**

- Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g. "credit in the low nine figures" or "credit line exceeding five figures"), or your firm's latest annual financial report.
- Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history.
- Current audited annual financial reports in lieu of letters from financial institutes may be submitted. However, the annual financial reports must provide essentially the same information as the requested from the letters. Offerors are encouraged to highlight the requested information in any audit annual financial report submitted in response to this request for qualifications.
- All financial information will be kept confidential. These letters will only be used to evaluate qualifications and will not be made available to the public
- Provide a letter from your bonding company indicating the ability to bond JOC orders under the contract, and your current bonding capacity.

**i. Insurance**

- Provide a certificate of insurance indicating that your firm possesses the required insurance coverage as specified in the General Terms and Conditions. The Acord 25 form is the preferred certificate, but not the required form of certificate.
- A sample certificate may be provided. However, before any orders are processed the successful contractor under the sequential awarded Request for Proposal shall provide a certificate that names Mohave as a certificate holder.

**j. Past Performance**

- Provide a statement of your experience providing general contracting or specialty contracting, particularly in a JOC setting. Indicate if you were the primary or subcontractor for the project.
- Provide a list of your JOC contracts. Include date of contract, contracting agency, agency contact information, and value of contract for each contract in the list.
- If your firm has no JOC experience, provide a description of your philosophy and experience partnering as a member of a team consisting of the owner, owner's customers and clients, and the contractor. Provide other relative JOC experience.
- Describe your experience in pricing projects using a UPB and a coefficient, an Open Book pricing methodology, and/or TRA-SER.

- If your firm has no experience pricing projects using a UPB, Open Book, and/or TRA-SER, provide a description of your philosophy on pricing projects using a UPB, Open Book pricing methodology, and/or TRA-SER.
- Provide a description of your experience working on school district or other governmental projects, working on multiple projects simultaneously, and working throughout the state. Include any specialized projects, such as airports, that require proven experience, training, knowledge, and/or certifications.
- Provide a statement of your history for submitting claims and change orders. Provide specific information, e.g. type of claim, date, reason, amount, and outcome.

**k. Contract Management Plan**

- Provide a statement of your plan for performing and managing the work.
- What personnel will be used?
- Does your firm currently use CostWorks, TRA-SER, or any other estimating software based on RS Means UPBs. If not, how will you prepare JOC cost quotations and invoices?
- How do you plan to ensure prompt responses to JOC requests?
- What is your plan for responding to and performing multiple JOC orders at the same time?
- What limitations will you have geographically or in the number of simultaneous JOC orders?
- Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

**i. Quality Management Plan**

- How do you set goals and monitor the performance of your company?
- How do you inspect the work to ensure quality?
- How do you stay on schedule?
- What is your complaint and dispute resolution procedure?
- Provide other pertinent information that will help Mohave evaluate your firm and its capabilities.

**m. Subcontractor Management Plan**

- Provide a statement of your plan for managing subcontractors.
- Provide a statement acknowledging your intent to not use price as the sole determining factor when selecting subcontractors under any awarded contract.
- How will you recruit subcontractors, particularly in the local communities where work will be performed?
- For subcontractors performing specialized work, such as airports, include information as to how you will ensure subcontractor has the experience, training, knowledge, and/or certifications required to perform the work.
- How will you ensure acceptable quality for work performed by subcontractors?
- How will you address controversies and claims related to work performed by subcontractors?
- Provide other pertinent information that will help Mohave evaluate your subcontractor management capabilities.
- For firms who self-perform and do not subcontract work, provide your confirmation that any future subcontracts shall follow the requirements for the subcontractor management plan noted above. Mohave may request a copy of your plan prior to allowing subcontracting under an awarded contract.

**n. Safety**

- Provide a copy of your firm's safety management plan.
- Provide a copy of your firm's safety training program.
- Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years.
- The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual employed by the insurance company.

## Offer and Signature Form

Place after Tab 1a

### Request for Qualifications 14G-0516 Job Order Contracting for Various Construction Trades

**To Mohave Educational Services Cooperative, Inc.:**

The undersigned hereby offers a Statement of Qualifications in compliance with all terms and conditions, requirements and amendments in the solicitation and any exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements in the General Terms and Conditions.

Federal Employer Identification Number \_\_\_\_\_

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

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

Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_

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

Primary Email \_\_\_\_\_ Alternate email \_\_\_\_\_

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

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

The offer and signature form shall be submitted with a signature by the person authorized to sign the offer. The person signing the offer shall initial erasures, interlineations or other modifications in Statement of Qualifications. Failure to sign the offer and signature document, or to make other notations as indicated, may result in rejection of the Statement of Qualifications.



**NOTIFICATION OF AWARD LETTER**

August 28S, 2014

**Sent this day via email to [john@pueblo-mechanical.com](mailto:john@pueblo-mechanical.com)**

John Neuser, Contracts Manager  
Pueblo Mechanical & Controls, Inc.  
6771 E. Outlook Dr.  
Tucson, AZ 85756

Congratulations, Pueblo Mechanical & Controls, Inc. response has been awarded a contract under RFP 14G-0808. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on, or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only product/services specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Pueblo Mechanical & Controls, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed ([orders@mesc.org](mailto:orders@mesc.org)) to Mohave for review.

**Do not perform any work or provide any products/services until you receive a "MESC Reviewed" purchase order.**

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to [nancy@mesc.org](mailto:nancy@mesc.org).

**Your contract number is 14G-PMAC2-0903 and will take effect on September 3, 2014.**

If you have any questions regarding your new contract, please call me at (928) 718-3228. We look forward to working with you and your company in the future.

Thank you,

Nancy L. Colbaugh, CPPB  
Contracts Specialist I

## NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to ([service.mesc.org/PVF/plist.php](http://service.mesc.org/PVF/plist.php)) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products/services must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #14G-PMAC2-0903.
- Send requests for pricing updates to Michael Carter – [michael@mesc.org](mailto:michael@mesc.org).
- Do not provide any products/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
  1. Member forwards purchase orders to Mohave. Vendor is Pueblo Mechanical & Controls, Inc.
  2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to Pueblo Mechanical & Controls, Inc.
  3. Pueblo Mechanical & Controls, Inc. provides product/services.
  4. Pueblo Mechanical & Controls, Inc. invoices member.
  5. Member pays Pueblo Mechanical & Controls, Inc.
  6. Pueblo Mechanical & Controls, Inc. sends Usage and Reconciliation Report to Mohave.
  7. Pueblo Mechanical & Controls, Inc. remits administration fee monthly, based on invoices paid.
  8. Mohave audits selected purchases.

### REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of each month. **Mohave's Accounting Specialist will contact you and provide you with a sample report, based on reports provided under contract 09D-PMAC2-0902.**
- If no invoices were paid under the contract in the previous month, you may send an email to [adminreport@mesc.org](mailto:adminreport@mesc.org) advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
  - Line item purchase orders that remain open under 09D-PMAC2-0902 should be reported on 09D-PMAC2-0902 reconciliation reports.
  - Blanket purchase order invoices with products/services provided prior to, or on September 2, 2014 should be reported on the 09D-PMAC2-0902 reconciliation report.
  - New purchase orders issued under the 14G-PMAC2-0903 should be reported under 14G-PMAC2-0903 reconciliation reports.
  - Blanket purchase order invoices with products/services provided after September 2, 2014 should be reported on the 14G-PMAC2-0903 reconciliation reports.
- Administration fee payments should be mailed to:

Mohave Educational Services  
625 E. Beale St.  
Kingman, AZ 86401

## NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Your Procurement Specialist will be contacting you once orders have been processed under your contract. They will discuss the Open Order Report and Status Report requirements with you at that time.
- In order to assist members with new contract award notices, Mohave will be releasing your contract award information to the members prior to September 3, 2014. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before September 3, 2014. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until September 3, 2014 and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to September 3, 2014 **is a violation of the contract**. Please ensure that your staff is aware of the effective date September 3, 2014 in order to avoid contract confusion.
- All future pricing updates must be electronic. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in our product vendor finder on our website. Please visit our website ([www.mesc.org](http://www.mesc.org)) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to [nancy@mesc.org](mailto:nancy@mesc.org) no later than September 12, 2014.**
- Lease purchase services, as mentioned in your proposal in Tab 2b, Question 5, will not be allowed under an awarded contract. The RFP did not request leasing services.
- Performance contracting services, as mentioned in your proposal in Tab 2b, Question 5, will not be allowed under an awarded contract in regards to guaranteed energy cost savings under A.R.S. 15-213. This RFP did not request guaranteed energy cost performance contracting services.
- Your maintenance agreement in Section X stated it is the "entire agreement." Provide a revised maintenance agreement with language that includes "RFP 14G-0808 and member's purchase orders." **Email this information to [nancy@mesc.org](mailto:nancy@mesc.org) no later than September 12, 2014.**
- The list of your firm's subcontractors will be requested quarterly by Mohave. If at anytime new subcontractors are added, a revised list shall be sent to your assigned contract specialist. **Email this information to [michael@mesc.org](mailto:michael@mesc.org).**
- The 2014 RS Means Facilities Construction Cost Book will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 14G-0808 (page 32, **Unit Price Book Copies**) you are required to furnish Mohave with adequate copies of the approved unit price book listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. **Since we have the 2014 RS Means pricing information on file for your existing contract, you will not need to provide new copies until 2015.**

Currently the Mohave staff assigned to your contract has the following RS Means Costworks modules:

- 2014 Facilities Construction Cost Data CD
- 2014 Mechanical Cost Data Module
- 2014 Facility Repair & Maintenance Cost Module

Provide us information regarding any additional Costworks modules not listed above that you would be using under your awarded contract. **Email this information to [nancy@mesc.org](mailto:nancy@mesc.org) no later than September 3, 2014.**

### NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

Unless additional modules are required, there will be no costs until the issuance of the 2015 modules. Mohave typically sends notifications with an estimated cost prior to ordering in December of each year.

- Your Technical Proposal stated that your firm will also be using pricing from Trade Services. The term of a contract shall be a coefficient applied to a Unit Price Book or methodology as outlined in Open Book Pricing. Trade Service pricing is considered an alternate pricing methodology only for service, repairs, and maintenance projects. Trade Service cannot be allowed as a primary means of pricing under your awarded contract.

**Currently Mohave has TRA-SER pricing available for use under 14G-PMAC2-0903 for the 4<sup>th</sup> quarter of 2014, you will not need to provide new pricing until 2015.**

- Mohave typically sends notifications with an estimated cost prior to ordering in December of each year for TRA-SER.
- Water treatment will be allowed under your awarded contract as an ancillary service for HVAC applications (e.g. cooling towers, chillers, boilers, central plant operations, etc.). Labor rates as provided in your pricing proposal will be used for water treatment. The applicable RS Means line items and/or TRA-SER pricing will be used for the necessary chemicals. If the chemicals are not found in RS Means and/or TRA-SER pricing, the chemicals may be added as non prepriced items according to the methodology in the specifications.
- Quarterly updates to the CCI are required under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.
- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently \$100,000 for schools). **All required bonds will be provided to member prior to starting the work.** Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently \$100,000 for schools); or less than an amount determined by a non-school member.

## Offer and Acceptance Form

Place after Tab 1a

### RFP 14G-0808 Job Order Contracting for Various Construction Trades

**To Mohave Educational Services Cooperative, Inc.:**

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

Federal Employer Identification Number 86-1027390

Company Name Pueblo Mechanical & Controls, Inc.

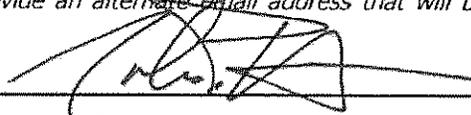
Address 6771 E. Outlook Dr. City Tucson State AZ Zip 85756

Telephone Number 520-545-1044 Fax 520-545-1048

Printed Name John Neuser Title Contracts Manager

Primary Email John@pueblo-mechanical.com Alternate email Pueblo@pueblo-mechanical.com

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature 

The offer and acceptance form should be submitted with a signature by the person authorized to sign the proposal. The person signing the proposal shall initial erasures, interlineations, or other modifications in proposal. Failure to sign the proposal and contract award document, or to make other notations as indicated, may result in rejection of proposal.

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

### Acceptance of Offer and Contract Award (Mohave Only)

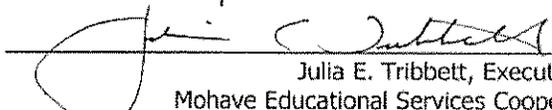
**Your Proposal is Hereby Accepted:**

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 14G-PMAC2-09103

Awarded this 26th day of August 2014.

This contract shall be effective this 3rd day of September 2014.

  
Julia E. Tribbett, Executive Director  
Mohave Educational Services Cooperative, Inc.



**Date: August 26, 2014**

**To: Julia E. Tribbett, Executive Director**

**Through: Mark DiBlasi, CPPB, Contracts Manager**

**From: Nancy L. Colbaugh, CPPB, Contract Specialist I**

**Subject: Award Recommendation for RFP 14G-0808, Job Order Contracting for Various Construction Trades**

On August 8, 2014, Mohave received ten responses to RFP 14G-0808. The evaluation of the technical proposals determined five responses to be unacceptable for further consideration. The remaining five responses were determined to be acceptable for further consideration after the evaluation of the technical proposals.

The offers were compared using the criteria set forth in the solicitation, our standard scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

<b>Heisman Ranking for Divisions 1-49</b>						<b>Average</b>
<b>General Contracting</b>	<b>Mark</b>	<b>Michael</b>	<b>Nancy</b>	<b>Herb</b>	<b>Kevin</b>	<b>Rank</b>
<b>Centennial Contractors Enterprises</b>	1	1	1	2	2	<b>1.40</b>
<b>SDB, Inc.</b>	2	2	2	1	3	<b>2.00</b>
<b>McCarthy Building Companies, Inc.</b>	3	3	3	3	1	<b>2.60</b>
<b>Kinney Construction Services, Inc.</b>	4	4	4	4	4	<b>4.00</b>

<b>Heisman Ranking for Division 23 -</b>						<b>Average</b>
<b>HVAC</b>	<b>Mark</b>	<b>Michael</b>	<b>Nancy</b>	<b>Herb</b>	<b>Kevin</b>	<b>Rank</b>
<b>Pueblo Mechanical &amp; Controls, Inc.</b>	1	1	1	1	1	<b>1.00</b>

Details for the recommended awards are as follows for Divisions 1-49 General Contracting:

- Centennial Contractors Enterprises was the number one overall scoring offer for general contractors. They had a comparable coefficient for services in the UPB for regular hours to the number three scoring offer. They had a comparable coefficient for services in the UPB for after hours to the number two scoring offer. They had a comparable coefficient for non-prepriced services not found in the UPB with the number three offer.
- SDB, Inc. was the number two overall scoring offer for the general contractors. They offered the lowest coefficient for prepriced services in the UPB for regular hours and offered a comparable coefficients for after hours to the number one scoring offer. They offered the lowest coefficient for non-prepriced services not found in the UPB for the recommended awards. They provided the lowest Open Book averaged pricing.
- McCarthy Building Company was the number three overall scoring offer for the general contractors. They provided the lowest average of professional services priced per hour. They offered a comparable coefficient for regular hours for services in the UPB to the number one scoring offer. They had a comparable coefficient for non-prepriced services not found in the UPB with the number one scoring offer.

Details for the recommended awards are as follows for Division 23 HVAC:

- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer. They have a large installed base of products and service in Arizona.

**RFP 14G-0808 Award Recommendation**

Page 2 of 2 RFP 14G-0808 Award Recommendation

Award is recommended to least number of offerors determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members past usage of similar contracts.

The criteria for selecting offerors for multiple contracts shall be based upon considerations for members' experience with existing job order contracting services, future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, brand continuity for parts replacement for HVAC, and Mohave's past experience with contracts for similar job order contracting for various construction trades contracts.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under RFP 09D-0716 expire on September 2, 2014. It is recommended that the awards under RFP 14G-0808 take effect on September 3, 2014.

It is the recommendation of the evaluation committee that contracts be awarded to Centennial Contractors Enterprises, Inc. SDB Inc. and McCarthy Building Companies, Inc. for Divisions 1-49 General Contracting and Pueblo Mechanical & Controls, Inc. for Division 23 for HVAC for Job Order Contracting for Various Trades.

**Not recommended for award after evaluation of pricing proposals:**

**Kinney Construction Services, Inc.:** This proposal scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

**Removed from further consideration after evaluation of technical proposals:**

**Bel-Aire Mechanical (Division 23-HVAC):** The electronic pricing proposal was not submitted in a separately sealed package from the technical proposal. This resulted in their proposal being determined to be unacceptable for further consideration.

**Caliente Construction Inc. (Divisions 1-49 General Contracting):** The electronic pricing proposal was not submitted in a separately sealed package from the technical proposal. This resulted in their proposal being determined to be unacceptable for further consideration.

**Midstate Mechanical (Divisions 22-Plumbing and 23-HVAC):** The electronic pricing proposal was not submitted in a separately sealed package from the technical proposal. This resulted in their proposal being determined to be unacceptable for further consideration.

**Summa Mechanical Contractors, Inc. (Divisions 22-Plumbing and 23-HVAC):** Their proposal indicated that Open Book Pricing is the only pricing being offered as a self-performing contractor. The RFP requirements state that Open Book pricing is only allowed for subcontractors' quotes.

**Sun Mechanical Contracting, Inc. (Divisions 22-Plumbing and 23-HVAC):** Their proposal took unacceptable exceptions/deviations to Specifications 1.2.08 and 1.2.10.

Approval of the #14G-0808 award as recommended:



Signature: \_\_\_\_\_  
Mark DiBlasi, CPPB  
Contracts Manager

Date: 8/26/14



Signature: \_\_\_\_\_  
Julia E. Tribbett  
Executive Director

Date: 8/26/14

Arizona Revised Statutes § 35-393.06; Scrutinized Company with Activities in the Iran Petroleum Energy Sector:

Aker Solutions AS  
Bow Valley Energy Ltd.  
China Petroleum & Chemical Corporation  
CNOOC Ltd.  
Costain Group PLC  
Daelim Industrial Co.  
ENI - Snam Rete Gas  
ENI Spa  
GS Engineering and Construction Ltd.  
Indian Oil Corporation, Ltd.  
Inpex Corporation100  
JGC Corporation  
L'air Liquide  
Lukoil Oao  
MISC Berhad  
Oil & Natural Gas Corporation Ltd.  
PetroChina Co. Ltd.  
Petroleum Nasional Berhad (PETRONAS)  
Saipem  
Sasol Ltd.  
Sinopec Kantons Holdings Ltd.  
StatoilHydro ASA  
Total S.A.

Arizona Revised Statutes § 35-391.02. Required Actions (Sudan):

ABB Ltd.  
Alcatel Lucent  
Alstom  
AREF Investment Group Co.  
AviChina Industry & Technology  
Bharat Heavy Electricals Ltd.  
China Petroleum & Chemical Corp  
CNPC Hong Kong Ltd.  
Dietswell Engineering  
Dongfeng Motor Group Company Ltd  
Egypt Kuwait Holding Co.  
Electricity Generating Public Co Ltd  
Finmeccanica SPA  
Harbin Power Equipment Co.  
Indian Oil Corporation Ltd.

Kejuruteraan Samudra Timur Bhd  
La Mancha Resources Inc.  
Lundin Petroleum AB  
Mangalore Refinery & Petrochemicals Ltd.  
MISC Berhad  
MMC Corporation Bhd (formerly Malaysia Mining Corp.  
Bhd)  
Muhibbah Engineering Bhd  
Oil & Natural Gas Corporation Ltd.  
PECD Bhd  
Petrochina Company Limited  
Petrochina Company Ltd.  
Petronas Dagangan Bhd  
Petronas Gas Bhd  
Ranhill Bhd  
Reliance Industries Ltd.  
Sinopec Kantons Holding Ltd.  
Sinopec Shanghai Petrochemical Co.  
Sudan Telecom Co. Ltd. (SUDATEL)  
Wartsila Oyj

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Caliente\* Construction\* Inc.\***  
**Record Status: Active**

<b>ENTITY</b>	<b>CALIENTE CONSTRUCTION, INC</b>	<b>Status:Active</b>
<b>DUNS: 787197128</b>	<b>+4:</b>	<b>CAGE Code: 1W3K8 DoDAAC:</b>
<b>Expiration Date: Feb 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No</b>		
<b>Address: 242 S EL DORADO CIR</b>		
<b>City: MESA</b>	<b>State/Province: ARIZONA</b>	
<b>ZIP Code: 85202-1044</b>	<b>Country: UNITED STATES</b>	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Centennial\* Contractors\***  
**Record Status: Active**

<b>ENTITY</b> Centennial Contractors Enterprises, Inc.	Status:Active
DUNS: 783054422    +4:	CAGE Code: 0MGY6    DoDAAC:
Expiration Date: Nov 4, 2014    Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 11111 Sunset Hills Rd Ste 350 City: Reston ZIP Code: 20190-5374	State/Province: VIRGINIA Country: UNITED STATES
<b>ENTITY</b> CENTENNIAL CONTRACTORS INC	Status:Active
DUNS: 030560809    +4:	CAGE Code: 1NF64    DoDAAC:
Expiration Date: Jan 13, 2015    Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1505 46TH AVE City: MOLINE ZIP Code: 61265-7020	State/Province: ILLINOIS Country: UNITED STATES

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : McCarthy\* Building\* Companies\***  
**Record Status: Active**

<b>ENTITY</b>	MCCARTHY BUILDING COMPANIES NM INC	Status:Active
DUNS: 831583450	+4:	CAGE Code: 5MZJ2 DoDAAC:
Expiration Date: Apr 15, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4801 LANG NE City: ALBUQUERQUE State/Province: NEW MEXICO ZIP Code: 87109-0000 Country: UNITED STATES		
<b>ENTITY</b>	MCCARTHY BUILDING COMPANIES, INC.	Status:Active
DUNS: 001951375	+4:	CAGE Code: 3ES54 DoDAAC:
Expiration Date: Apr 15, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1341 N ROCK HILL RD City: SAINT LOUIS State/Province: MISSOURI ZIP Code: 63124-1441 Country: UNITED STATES		

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Kinney\* Construction\* Services\***  
**Record Status: Active**

<b>ENTITY</b>	KINNEY CONSTRUCTION SERVICES, INC.	Status:Active
DUNS: 073957420	+4:	CAGE Code: 3JYT3 DoDAAC:
Expiration Date: Sep 9, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 120 N BEAVER ST STE 100		
City: FLAGSTAFF	State/Province: ARIZONA	
ZIP Code: 86001-4517	Country: UNITED STATES	

**SAM Search Results**

**List of records matching your search for :**

**Search Term : SDB\* Contracting\* Services\***

**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : "Pueblo Mechanical & Controls\*"**  
**Record Status: Active**

<b>ENTITY</b>	Pueblo Mechanical and Controls, Inc.	Status:Active
DUNS: 105451186	+4:	CAGE Code: 3N3A9 DoDAAC:
Expiration Date: Aug 23, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 6771 E Outlook Dr		
City: Tucson	State/Province: ARIZONA	
ZIP Code: 85756-9409	Country: UNITED STATES	

**SAM Search Results**  
**List of records matching your search for :**  
**Search Term : "Bel-Aire"Mechanical\***  
**Record Status: Active**

<b>ENTITY:</b> BEL-AIRE MECHANICAL, INC.	Status:Active
DUNS: 161543111    +4:	CAGE Code: 6DRW0    DoDAAC:
Expiration Date: Dec 2, 2014	Has Active Exclusion?: No    Delinquent Federal Debt?: No
Address: 4201 N 47TH AVE	
City: PHOENIX	State/Province: ARIZONA
ZIP Code: 85031-2333	Country: UNITED STATES

**SAM Search Results**

**List of records matching your search for :**

**Search Term : Summa\* Mechanical\* Constuction\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Sun\* Mechanical\* Contracting\***  
**Record Status: Active**

<b>ENTITY</b>	SUN MECHANICAL CONTRACTING, INC.	Status:Active
DUNS: 086488442	+4:	CAGE Code: 4P0P1 DoDAAC:
Expiration Date: Feb 17, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 3951 E COLUMBIA ST		
City: TUCSON		State/Province: ARIZONA
ZIP Code: 85714-2155		Country: UNITED STATES

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Midstate\* Mechanical\***  
**Record Status: Active**

<b>ENTITY:</b> MidState Mechanical & Electrical, LLC	Status:Active
DUNS: 796533987    +4:	CAGE Code: 4QEN5    DoDAAC:
Expiration Date: Dec 13, 2014	Has Active Exclusion?: No    Delinquent Federal Debt?: No
Address: 121 W Church St City: Dillsburg ZIP Code: 17019-1263	State/Province: PENNSYLVANIA Country: UNITED STATES
<b>ENTITY:</b> MIDSTATE MECHANICAL, INC.	Status:Active
DUNS: 154269195    +4:	CAGE Code: 391R7    DoDAAC:
Expiration Date: Oct 21, 2014	Has Active Exclusion?: No    Delinquent Federal Debt?: No
Address: 1850 E RIVERVIEW DR City: PHOENIX ZIP Code: 85034-6703	State/Province: ARIZONA Country: UNITED STATES

Arizona Revised Statutes § 35-393.06; Scrutinized Company with Activities in the Iran Petroleum Energy Sector:

Aker Solutions AS  
Bow Valley Energy Ltd.  
China Petroleum & Chemical Corporation  
CNOOC Ltd.  
Costain Group PLC  
Daelim Industrial Co.  
ENI - Snam Rete Gas  
ENI Spa  
GS Engineering and Construction Ltd.  
Indian Oil Corporation, Ltd.  
Inpex Corporation100  
JGC Corporation  
L'air Liquide  
Lukoil Oao  
MISC Berhad  
Oil & Natural Gas Corporation Ltd.  
PetroChina Co. Ltd.  
Petroleum Nasional Berhad (PETRONAS)  
Saipem  
Sasol Ltd.  
Sinopec Kantons Holdings Ltd.  
StatoilHydro ASA  
Total S.A.

Arizona Revised Statutes § 35-391.02. Required Actions (Sudan):

ABB Ltd.  
Alcatel Lucent  
Alstom  
AREF Investment Group Co.  
AviChina Industry & Technology  
Bharat Heavy Electricals Ltd.  
China Petroleum & Chemical Corp  
CNPC Hong Kong Ltd.  
Dietswell Engineering  
Dongfeng Motor Group Company Ltd  
Egypt Kuwait Holding Co.  
Electricity Generating Public Co Ltd  
Finmeccanica SPA  
Harbin Power Equipment Co.  
Indian Oil Corporation Ltd.

Kejuruteraan Samudra Timur Bhd  
La Mancha Resources Inc.  
Lundin Petroleum AB  
Mangalore Refinery & Petrochemicals Ltd.  
MISC Berhad  
MMC Corporation Bhd (formerly Malaysia Mining Corp.  
Bhd)  
Muhibbah Engineering Bhd  
Oil & Natural Gas Corporation Ltd.  
PECD Bhd  
Petrochina Company Limited  
Petrochina Company Ltd.  
Petronas Dagangan Bhd  
Petronas Gas Bhd  
Ranhill Bhd  
Reliance Industries Ltd.  
Sinopec Kantons Holding Ltd.  
Sinopec Shanghai Petrochemical Co.  
Sudan Telecom Co. Ltd. (SUDATEL)  
Wartsila Oyj

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**List of records matching your search for :**

**Search Term : Caliente\* Construction\* Inc.\***  
**Record Status: Active**

<b>ENTITY</b>	<b>CALIENTE CONSTRUCTION, INC</b>	<b>Status:Active</b>
<b>DUNS: 787197128</b>	<b>+4:</b>	<b>CAGE Code: 1W3K8 DoDAAC:</b>
<b>Expiration Date: Feb 21, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No</b>		
<b>Address: 242 S EL DORADO CIR</b>		
<b>City: MESA</b>	<b>State/Province: ARIZONA</b>	
<b>ZIP Code: 85202-1044</b>	<b>Country: UNITED STATES</b>	

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Address: 11111 Sunset Hills Rd Ste 350		
City: Reston	State/Province: VIRGINIA	
ZIP Code: 20190-5374	Country: UNITED STATES	
<b>ENTITY</b>	CENTENNIAL CONTRACTORS INC	Status:Active
DUNS: 030560809	+4:	CAGE Code: 1NF64 DoDAAC:
Expiration Date: Jan 13, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1505 46TH AVE		
City: MOLINE	State/Province: ILLINOIS	
ZIP Code: 61265-7020	Country: UNITED STATES	

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DUNS: 831583450	+4:	CAGE Code: 5MZJ2 DoDAAC:
Expiration Date: Apr 15, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 4801 LANG NE City: ALBUQUERQUE State/Province: NEW MEXICO ZIP Code: 87109-0000 Country: UNITED STATES		
<b>ENTITY</b>	MCCARTHY BUILDING COMPANIES, INC.	Status:Active
DUNS: 001951375	+4:	CAGE Code: 3ES54 DoDAAC:
Expiration Date: Apr 15, 2015 Has Active Exclusion?: No Delinquent Federal Debt?: No		
Address: 1341 N ROCK HILL RD City: SAINT LOUIS State/Province: MISSOURI ZIP Code: 63124-1441 Country: UNITED STATES		

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**Record Status: Active**

<b>ENTITY</b>	KINNEY CONSTRUCTION SERVICES, INC.	Status:Active
DUNS: 073957420	+4:	CAGE Code: 3JYT3 DoDAAC:
Expiration Date: Sep 9, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 120 N BEAVER ST STE 100		
City: FLAGSTAFF	State/Province: ARIZONA	
ZIP Code: 86001-4517	Country: UNITED STATES	

**SAM Search Results**

**List of records matching your search for :**

**Search Term : SDB\* Contracting\* Services\***

**Record Status: Active**

**No Search Results**

**SAM Search Results**  
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**Search Term : "Pueblo Mechanical & Controls\*"**  
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Address: 6771 E Outlook Dr		
City: Tucson	State/Province: ARIZONA	
ZIP Code: 85756-9409	Country: UNITED STATES	

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Summa\* Mechanical\* Constuction\***  
**Record Status: Active**

**No Search Results**

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Midstate\* Mechanical\***  
**Record Status: Active**

<b>ENTITY</b> MidState Mechanical & Electrical, LLC	Status:Active
DUNS: 796533987    +4:	CAGE Code: 4QEN5    DoDAAC:
Expiration Date: Dec 13, 2014    Has Active Exclusion?: No    Delinquent Federal Debt?: No	
Address: 121 W Church St City: Dillsburg    State/Province: PENNSYLVANIA ZIP Code: 17019-1263    Country: UNITED STATES	
<b>ENTITY</b> MIDSTATE MECHANICAL, INC.	Status:Active
DUNS: 154269195    +4:	CAGE Code: 391R7    DoDAAC:
Expiration Date: Oct 21, 2014    Has Active Exclusion?: No    Delinquent Federal Debt?: No	
Address: 1850 E RIVERVIEW DR City: PHOENIX    State/Province: ARIZONA ZIP Code: 85034-6703    Country: UNITED STATES	



*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-3160**

**Regular Agenda Item 4. F.**

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/09/2015		
<u>Submitted For:</u>	Malissa Buzan, Director		
<u>Submitted By:</u>	Leitha Griffin, Administrative Assistant, Community Services Division		
<u>Department:</u>	Community Services Division	<u>Division:</u>	Administration
<u>Fiscal Year:</u>	2015/2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	7/1/2015-6/30/2016	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

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Information

Request/Subject

Intergovernmental Agreement (IGA) between Apache County, Gila County, and Navajo County Northeastern Arizona Innovative Workforce Solutions.

Background Information

Under Title I of the Workforce Investment Act (WIA) the workforce investment system provides the framework for delivery of workforce investment activities to individuals who need those services, including job seekers, dislocated workers, youth, incumbent workers, veterans, persons with disabilities, and employers. Each state in accordance with the WIA shall designate a local workforce investment area to oversee the One-Stop Service Delivery System. This agreement has been in place for many years.

Evaluation

This agreement is entered into for the purpose of continuing to have a single recognized entity to administer and operate programs to serve Adults, Dislocated Workers, and Youth under Title I of the Federal Workforce Investment Act of 1998 (WIA). The Navajo County Board of Supervisors will serve in the roles of Chief Elected Officials (CEO), fiscal agent, and administrative entity for Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions.

Conclusion

An agreement needs to be executed by all 3 counties in order to establish guidelines for the WIA services that are to be provided in each county.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve this Intergovernmental Agreement between Apache County, Gila County, and Navajo County Northeastern Arizona Innovative Workforce solutions.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions which replaces the IGA between Apache County-Navajo County Workforce Investment Act (WIA) partnership to include Gila County in the consortium which provides WIA services to eligible clients in all three counties. **(Malissa Buzan)**

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Attachments

IGA Apache, Navajo, Gila

Legal Explanation

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**Intergovernmental Agreement  
Apache County, Gila County, and Navajo County  
Northeastern Arizona Innovative Workforce Solutions**

**I. PURPOSE**

This document hereby replaces the INTERGOVERNMENTAL AGREEMENT FOR APACHE COUNTY – NAVAJO COUNTY WIA PARTNERSHIP fully executed and effective July 1, 2006.

This AGREEMENT is entered into for the purpose of continuing to have a single recognized entity to administer and operate programs to serve Adults, Dislocated Workers and Youth under Title I of the Federal Workforce Investment Act of 1998 (WIA). Navajo County Board of Supervisors will serve in the roles of Chief Elected Officials (CEO), fiscal agent, and administrative entity for the Apache County, Gila County and Navajo County Northeastern Arizona Innovative Workforce Solutions.

This AGREEMENT incorporates changes to comply with newly adopted Workforce Arizona Council policy #02-2013 which requires specific inclusions in the AGREEMENT.

**II. LIABILITY OF FUNDS**

Navajo County was designated by the Apache County, Gila County, and Navajo County Boards of Supervisors to serve as CEO, fiscal agent and administrative entity for the Northeastern Arizona Innovative Workforce Solutions.

This AGREEMENT provides Navajo County the authority to administer WIA and WIOA funds and to assign resources to meet the needs in each county.

Therefore, Navajo County, as CEO, fiscal agent and administrative entity for Workforce Investment Act of 1998 (WIA) and Workforce Innovation and Opportunity Act funds, for Apache, Gila, and Navajo Counties, shall be liable for any disallowed or misuse of WIA/WIOA funds. Chief Elected Officials in Navajo County are liable in their official capacity and are not personally liable for any misuse of WIA/WIOA funds.

**III. BOARD REPRESENTATION AND ADMINISTRATION**

A Local Workforce Investment Board (LWIB) to be known as the Northeastern Arizona Innovative Workforce Solutions Workforce Investment Board, certified by the Governor of Arizona, advises and serves the local area.

The LWIB shall be comprised of up to 30 members. Nomination processes and procedures will follow the requirements of the WIA/WIOA law and regulations and the Workforce Arizona Council policies. Official appointments will be made by the Navajo County Board of Supervisors in their designated capacity as CEO. The chairperson and vice chairperson shall be selected by LWIB members and shall represent different counties.

**IV. WIA/WIOA SERVICES**

Navajo County in its role as CEO, fiscal agent, and administrative entity, shall ensure that services are delivered in accordance with the WIA/WIOA, including subsequent amendments, and related regulations including Workforce Arizona Council policies.

**V. WIA/WIOA RECORDS**

Navajo County shall maintain and secure, in accordance with established policies and procedures, all records required by Federal, state, and county regulations to operate the WIA/WIOA programs.

**VI. WIA/WIOA REPORTING**

Navajo County shall be responsible for all required reporting of WIA/WIOA activities, performance and expenditures on behalf of the LWIB. Navajo County shall be responsible for all participating tracking and reporting activities required by Federal and state WIA/WIOA administration and shall provide annual performance reports, as well as quarterly Progress of Program Services reports to the Navajo County Board of Supervisors, the Gila County Board of Supervisors, and the Apache County Board of Supervisors with information on each county's actual service levels.

**VII. WIA/WIOA PERFORMANCE MEASURES**

The LWIB will be accountable for all required performance indicators, as established by the Governor and in policies by the Workforce Arizona Council.

**VIII. WIA/WIOA ASSETS**

Assets of the LWIB, such as vehicles, shall be purchased by Navajo County in accordance with its procurement policies and procedures. Each asset shall be added to the inventory of the county in which it is housed and shall be the

property of that county. Liability and insurance coverage shall be provided by the county where the asset is inventoried. Because both counties are insured by the same carrier, Arizona Counties Insurance Pool, all WIA/WIOA staff who provide proof that they are licensed and insured will be approved to operate all LWIB vehicles regardless of which county is the owner.

**IX. WIA/WIOA CONTRACTS**

Navajo County shall administer existing DES contracts for prior program years on behalf of the LWIB. New WIA/WIOA contracts shall be negotiated, authorized, and executed by Navajo County on behalf of the LWIB.

**X. WIA/WIOA EXPENDITURES**

Expenditures on behalf of the LWIB shall be processed by Navajo County in accordance with its financial policies and procedures. Responsibility for maintaining financial records and comply with audits shall be the responsibility of Navajo County.

**XI. FACILITIES**

Costs for leases, utilities, insurance, repairs and similar expenses shall be paid by Navajo County from the WIA/WIOA grant allocations. Navajo will negotiate leases based on availability of funds and service needs.

**XII. PERSONNEL**

LWIB staff and WIA/WIOA staff will be employees of Navajo County and shall be subject to Navajo County personnel policies and procedures.

**XIII. LOCAL LWIB BUDGET APPROVAL**

In its role as Chief Elected Officials, fiscal agent and administrative entity, Navajo County Board of Supervisors will review and approve the Northeastern Arizona Innovative Workforce Solutions Workforce Investment Board budget created for the purpose of carrying out the duties of the LWIB. This budget does not include program operations.

**XIV. PARTICIPATING CHIEF ELECTED OFFICIALS AND NOTICES**

This modification shall be signed by the current Chairperson for Apache County Board of Supervisors, the Chairperson for Gila County Board of Supervisors and the Chairperson for the Navajo County Board of Supervisors. Any and all notices

in connection with this AGREEMENT shall be delivered in person or by U.S. Mail, postage prepaid, to the intended recipient at the following address:

Northeastern Arizona Innovative Workforce Solutions  
Attn: Susan Tegmeyer  
PO Box 668  
Holbrook, Arizona 86025

Apache County Board of Supervisors  
Joe Shirley Jr., Chairman of the Board of Supervisors  
PO Box 428  
St. Johns, Arizona 85936

Navajo County Board of Supervisors  
Dawnafe Whitesinger, Chairman of the Board of Supervisors  
PO Box 668  
Holbrook, Arizona 86025

Gila County Board of Supervisors  
Michael Pastor, Chairman of the Board of Supervisors  
1400 E Ash Street  
Globe, Arizona 85501

**XV. TERM/TERMINATION**

This agreement shall be effective as of July 1, 2015 and shall remain in effect until such times a County withdraws. A county may withdraw by giving at least 100 days' notice of withdrawal prior to the beginning of a new program year. Program years are July 1 through June 30. Upon notice of withdrawal, each county will be responsible for notifying the DES WIA/WIOA Section and Workforce Arizona Council and submitting a plan within 30 days outlining the assumption of programmatic and financial responsibilities. On the effective date of withdrawal, the LWIB shall cease to exist and Navajo County's authority as CEO, fiscal agent, and administrative entity shall end, except insofar as Navajo County may be required to act in order to wrap up the affairs of the LWIB.

**XVI. MAINTENANCE OF AGREEMENT**

This AGREEMENT and any modifications shall be maintained and available for monitoring at the Navajo County Administrative Entity office.

**XVII. COMMUNICATION**

LWIB meeting notices and minutes of meetings will be provided to the Apache County, Gila County, and Navajo County Boards of Supervisors. Apache County, Gila County, and Navajo County Boards of Supervisors will be invited to a joint meeting with the LWIB annually wherein performance information and financial information will be shared.

**VIII. REQUIRED SIGNATURES FOR MODIFICATION**

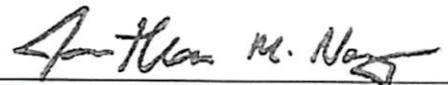
Chairperson, Apache County Board of Supervisors:

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*Joe Shirley, Jr*

*Date*

Chairperson, Navajo County Board of Supervisors:

  
*Jonathan M. Nez, Vice Chairman*

*4/28/15*  
*Date*

Chairperson, Gila County Board of Supervisors:

---

*Michael Pastor*

*Date*



*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.

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/09/2015		
<u>Submitted By:</u>	Michael O'Driscoll Director Health & Emergency Services Division		
<u>Department:</u>	Health & Emergency Services Division	<u>Division:</u>	Health Services
<u>Fiscal Year:</u>	2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	September 2016 - September 2020	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	New

InformationRequest/Subject

Request to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services (AZDHS) and Centers for Disease Control and Prevention (CDC) in the amount of \$100,000.00 per year for five years.

Background Information

Overdose deaths from prescription opioid pain relievers have quadrupled since 1999, killing more than 16,000 people in the U.S. in 2013.

Changes in how providers prescribe these powerful drugs created, and continue to fuel, the epidemic. The amount of opioids prescribed and sold in the U.S. quadrupled in ten years, yet there has not been an overall change in the amount of pain that Americans report. Heroin overdose death rates have been climbing sharply since 2010. Evidence to date suggests that widespread prescription opioid exposure and increasing rates of opioid addiction have played a role in the growth of heroin use.

Opioid-related cases in the emergency departments in Arizona have consistently increased showing a marketly steep incline of 34.5% between 2008-2010. In addition, 52.5% of opioid-related AZ emergency department cases were paid for by AHCCCS/Medicaid and according to the CDC cost the insurance companies in the U.S. approximately \$72.5 billion each year (CDC, 2015).

Gila County ranks as having the second highest incident rate of prescription drug abuse in Arizona. Since 2012, Arizona has utilized the Arizona Prescription Drug Misuse and Abuse Initiative Action Plan – an effective data-driven, multi-disciplinary approach to reduce prescription drug misuse and abuse in Arizona communities. This approach has recently been implemented in Yavapai, Pinal, Graham, and Greenlee Counties and they are reporting a marked decrease in reduce drug-seeking patients and up to 31% increase in prescriber participation in the program.

Evaluation

The purpose of this funding is to advance and evaluate comprehensive county-level interventions for preventing prescription drug overuse, misuse, abuse, and overdose. Interventions of priority address drivers of the prescription drug overdose epidemic, particularly the misuse and inappropriate prescribing of opioid pain relievers. Gila County Health & Emergency Services will implement prevention strategies to improve safe prescribing practices and prevent prescription drug overuse, misuse, abuse, and overdose. This funding lays out four priority strategies that Gila may advance; two of these strategies are required, two are optional. The two required strategies are:

- 1) Enhance and maximize a state Prescription Drug Monitoring Program (PDMP) and
- 2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

- 3) Conduct policy evaluations and/or
- 4) Develop and implement Rapid Response Projects.

The targeted outcomes of each strategy will vary and may include programmatic outcomes, as well as changes in behaviors thought to be linked to drug overdose morbidity or mortality. Gila County will be expected to implement robust evaluations of their program activities using timely data from a variety of sources. A key to the success of this program is multi-sector collaboration with partners that have shared goals and good outcomes for this program. Finally, while the primary purpose of this funding is the prevention of prescription drug overdoses, it also presents opportunities to advance surveillance and evaluation efforts to understand and respond to the increase in heroin

overdose deaths, especially at the intersection of prescription opioid abuse and heroin use. Gila County will work with AZDHS to track heroin morbidity and mortality and evaluate local policies with implications for preventing both prescription drug and heroin overdoses (e.g., naloxone access).

#### Conclusion

Approval of this grant application would allow the Gila County Health & Emergency Services Division to implement a comprehensive prescription drug overuse, misuse, and overdose intervention strategy to improve safe prescribing practices and reduce prescription drug related morbidity and mortality in Gila County.

#### Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve this request to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services (AZDHS) and Centers for Disease Control and Prevention (CDC) in the amount of \$100,000.00 per year from October 2015, through September 2020.

#### Suggested Motion

Information/Discussion/Action to approve the Health and Emergency Services Division's request to apply for a prescription drug overdose prevention grant through the Arizona Department of Health Services and Centers for Disease Control and Prevention in the amount of \$100,000 per year to be awarded from October 2015 through September 2020, which would allow for the implementation of a comprehensive prescription drug overuse, misuse, and overdose intervention strategy to improve safe prescribing practices in Gila County. **(Michael O'Driscoll)**

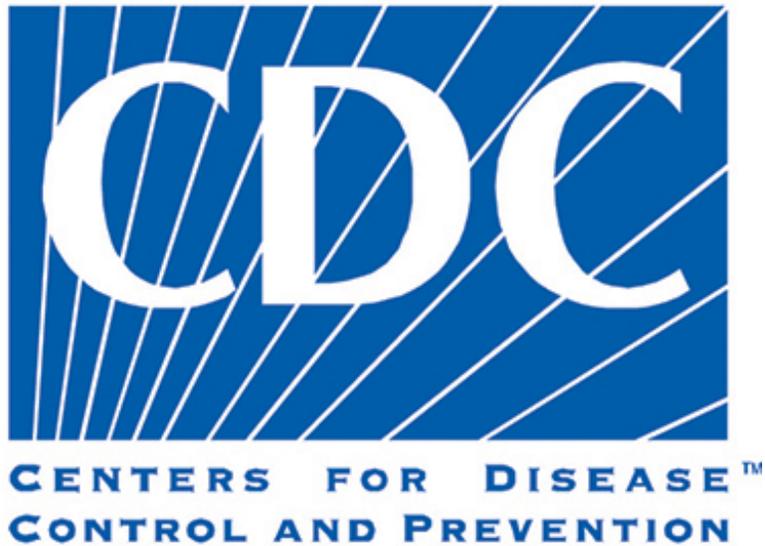
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#### Attachments

CDC Prescription Drug Prevention Grant Application

The Arizona Prescription Drug Reduction Initiative

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**Centers for Disease Control and Prevention**

National Center for Injury Prevention and Control

Prescription Drug Overdose Prevention for States

CDC-RFA-CE15-1501

Application Due Date: 05/08/2015

Prescription Drug Overdose Prevention for States

CDC-RFA-CE15-1501

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## Part I. Overview Information

Applicants must go to the synopsis page of this announcement at [www.grants.gov](http://www.grants.gov) and click on the "Send Me Change Notifications Emails" link to ensure they receive notifications of any changes to CDC-RFA-CE15-1501. Applicants also must provide an e-mail address to [www.grants.gov](http://www.grants.gov) to receive notifications of changes.

### A. Federal Agency Name:

Centers for Disease Control and Prevention (CDC)

### B. Funding Opportunity Title:

Prescription Drug Overdose Prevention for States

### C. Announcement Type: New - Type 1

This announcement is only for non-research domestic activities supported by CDC. If research is proposed, the application will not be considered Research for this purpose is defined at [http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch\\_h.pdf](http://www.cdc.gov/od/science/integrity/docs/cdc-policy-distinguishing-public-health-research-nonresearch_h.pdf).

### D. Agency Funding Opportunity Number:

CDC-RFA-CE15-1501

### E. Catalog of Federal Domestic Assistance (CFDA) Number:

93.136

### F. Dates:

#### 1. Due Date for Letter of Intent (LOI):

03/16/2015

#### 2. Due Date for Applications:

05/08/2015, 11:59 p.m. U.S. Eastern Standard Time, at [www.grants.gov](http://www.grants.gov).

#### 3. Date for Informational Conference Call:

03/11/2015

Informational conference call for potential applicants: Wednesday March 11, 2015 at 1:00PM ET

Conference call number: (855) 644-0229 Conference ID: 9654605

The purpose of **Amendment 1** to this FOA is to provide additional clarifying information based on questions received from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015. A summary of the questions and answers can be found in Section H. Other Information beginning on page 39 of the amended FOA.

### G. Executive Summary:

#### 1. Summary Paragraph:

The purpose of this funding is to advance and evaluate comprehensive state-level interventions for preventing prescription drug overuse, misuse, abuse, and overdose. Interventions of priority address drivers of the prescription drug overdose epidemic, particularly the misuse and inappropriate prescribing of opioid pain relievers. Awardees will implement prevention strategies to improve safe prescribing practices and prevent prescription drug overuse, misuse, abuse, and overdose. This funding lays out four priority strategies that states may advance; two of these strategies are required, two are optional. The two required strategies are:

- 1) Enhance and maximize a state PDMP and
- 2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

- 3) Conduct policy evaluations and/or
- 4) Develop and implement Rapid Response Projects.

The targeted outcomes of each strategy will vary and may include programmatic outcomes, as well as changes in behaviors thought to be linked to drug overdose morbidity or mortality. Awardees will be expected to implement robust evaluations of their program activities using timely data from a variety of sources. A key to the success of this FOA is multi-sector collaboration with partners that have shared authority over this issue. Applicants are therefore required to submit letters of support from state-level governmental entities and other partners depending on the strategies they pursue. Finally, while the primary purpose of this funding is the prevention of prescription drug overdoses, it also presents opportunities to advance surveillance and evaluation efforts to understand and respond to the increase in heroin overdose deaths, especially at the intersection of prescription opioid abuse and heroin use. Funded states will track heroin morbidity and mortality as an outcome of their work and have opportunities to evaluate policies with implications for preventing both prescription drug and heroin overdoses (e.g., naloxone access policies).

<b>a. Eligible Applicants:</b>	Limited
<b>b. FOA Type:</b>	Cooperative Agreement
<b>c. Approximate Number of Awards:</b>	16
<b>d. Total Project Period Funding:</b>	\$55,600,000
<b>e. Average One Year Award Amount:</b>	\$875,000
<b>f. Number of Years of Award:</b>	4
<b>g. Estimated Award Date:</b>	09/15/2015



#### **h. Cost Sharing and / or Matching Requirements:**

N

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement for this FOA exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

Consistent with the cited authority for this announcement and applicable grants regulations, sources for cost sharing or matching may include complementary foundation funding, other U.S. government funding sources including programs supported by HHS or other agencies (e.g., Department of Agriculture, Department of Education, Department of Housing and Urban Development, Department of Transportation, Environmental Protection Agency, U.S. Park Service) and other funding sources. Applicants should coordinate with multiple sectors such as public health, transportation, education, health care delivery, and agriculture.

## **Part II. Full Text**

### **A. Funding Opportunity Description**

#### **1. Background**

##### **a. Overview**

Overdose deaths from prescription opioid pain relievers have quadrupled since 1999, killing more than 16,000 people in the U.S. in 2013.

Changes in how providers prescribe these powerful drugs created, and continue to fuel, the epidemic. The amount of opioids prescribed and sold in the U.S. quadrupled in ten years, yet there has not been an overall change in the amount of pain that Americans report. Heroin overdose death rates have been climbing sharply since 2010. Evidence to date suggests that widespread prescription opioid exposure and increasing rates of opioid addiction have played a role in the growth of heroin use.

States, including state health departments, are crucial players in reversing the epidemic. This funding builds on a previous CDC FOA, Prescription Drug Overdose: Boost for State Prevention FOA CE14-1404, to provide states the support and resources needed to build robust prevention programs. States may advance four priority strategies under this funding; two of these strategies are required, two are optional. The two required strategies are:

- 1) Enhance and maximize a state PDMP and
- 2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:

- 3) Conduct policy evaluations and/or
- 4) Develop and implement Rapid Response Projects.

This FOA provides funding to implement these four major strategies.

Below is a brief description of each strategy:

- (1) **Enhancing and maximizing PDMPs:** Existing evidence, though sparse, indicates the potential of PDMPs to identify patients at high risk of overdose and to impact key prescribing behaviors. All applicants will be required to propose two or more activities to enhance use of PDMPs.
- (2) **Implementing community or insurer/health system interventions:** This strategy targets two promising avenues for prevention: 1) enhancing and empowering community-level prevention and 2) implementing insurer and health system improvements to reduce overdose risk. For community interventions, activities include deploying and coordinating intensive prevention efforts in high-burden communities and working with local health departments to disseminate analyses of prescribing and overdose trends. Insurer/health system interventions include drug utilization review, prior authorization, quantity limits, and coordinated care. All applicants will be required to propose at least one activity under this strategy (i.e., community and/or insurer/health system interventions).
- (3) **Evaluating existing policies designed to reduce prescription drug overdose morbidity and mortality:** Understanding the effectiveness of prescription drug overdose policies is crucial. Awardees can conduct evaluations of laws/policies/regulations designed to prevent prescription drug overuse, misuse, abuse, and overdose.
- (4) **Developing and implementing Rapid Response Projects (RRPs):** The prescription drug epidemic is fast moving. States can propose small, innovative projects that do not fit into the above three strategies to break new ground on addressing the epidemic. For example, states could use RRP to build a new syndromic surveillance system or test a communication campaign. This strategy allows states to be nimble and work collaboratively with other states and CDC in identifying priority actions and responding to emerging public health threats.

While the primary purpose of this funding is the prevention of prescription drug overdoses, CDC recognizes that the increase in heroin use and overdose deaths in recent years is not unrelated to the unprecedented levels of prescription opioid exposure and abuse seen over the last decade. The strategies outlined above present opportunities to advance surveillance and evaluation efforts to understand and respond to the increase in heroin overdose deaths, especially at the intersection of prescription opioid abuse and heroin use. Funded states will track heroin morbidity and mortality as an outcome of their work and have opportunities to evaluate policies with implications for preventing both prescription drug and heroin overdoses.

##### **b. Statutory Authorities**

Section 301 (a) [42 U.S.C. 241a] of the Public Health Service Act, and Section 391 (a) [42 U.S.C. 280 b (a)] of the Public Health Service Act

##### **c. Healthy People 2020**

This FOA supports two [Healthy People 2020 objectives](#): SA-12, to reduce drug-induced deaths and SA-19, to reduce the past-year nonmedical use of prescription drugs.

##### **d. Other National Public Health Priorities and Strategies**



This FOA aligns with and supports the National Prevention Strategy (NPS) in several ways: 1) addresses one of the seven priorities designated in the NPS, i.e., Injury and Violence Free Living; 2) emphasizes engaging partners across disciplines, sectors, and institutions as an important factor in significantly improving well-being; 3) supports state governments to facilitate collaboration among diverse sectors when making decisions to have a significant effect on health; and 4) supports the NPS priority of Preventing Drug Abuse and Excessive Alcohol Use, which includes a recommendation to reduce inappropriate access to and use of prescription drugs.

<http://www.surgeongeneral.gov/initiatives/prevention/strategy/>

**e. Relevant Work**

CDC’s Injury Center is committed to directly strengthening state efforts to reduce and prevent prescription drug overuse, misuse, abuse, and overdose through implementation and evaluation of strategies supported by promising research. This FOA builds on the 2014 FOA, Prescription Drug Overdose: Boost for State Prevention, CDC-RFA-CE14-1404, or Prevention Boost. Also, through the Core Violence and Injury Prevention Program ( Core VIPP) the Injury Center supports health departments to strengthen their general capacity to collect and use data to better understand local injury issues and to put science into action to prevent injury; many of these states have identified PDO as a priority area for action.

**2. CDC Project Description**

**a. Approach**

Inputs	Priority Strategies & Major Activities	State-Level Outcomes		
Funding  Surveillance expertise  TA on policy & program development  Evaluation guidance  Dissemination of best practices	<u><b>Enhance and Maximize PDMPs</b></u> <ul style="list-style-type: none"> <li>• Move toward universal registration and use</li> <li>• Make PDMPs easier to use and access</li> <li>• Move toward a real-time PDMP (i.e., reduce data collection interval)</li> <li>• Expand and improve proactive (i.e., unsolicited) reporting</li> <li>• Conduct public health surveillance with PDMP data and publicly disseminate</li> </ul>	Short-Term Policy/Program Development	Intermediate-Term Behavior Change	Long-Term Health Outcomes
		<u><b>PDMPs</b></u> <ul style="list-style-type: none"> <li>• Reduced barriers to PDMP registration and use</li> <li>• Shorter data collection interval</li> <li>• Increased rate of unsolicited reports</li> <li>• Increased use of standard PDMP reports for surveillance</li> </ul>	<u><b>Providers</b></u> <ul style="list-style-type: none"> <li>• Increased registration and use of PDMPs</li> <li>• Decreased rate of high dose (&gt;100 MME/day) opioid prescribing</li> <li>• Increased treatment referrals for opioid use disorder</li> <li>• Increased use of non-opioid therapies for pain</li> <li>• Reduced problematic drug co-prescribing (e.g., opioid/benzodiazepines)</li> </ul>	Decreased rates of opioid abuse  Increased opioid use disorder treatment (ultimately want decrease)  Decreased rate of ED visits related to opioids  Decreased drug overdose death rate, including both opioid and heroin death rates  Improved health outcomes in state "hot spots"
		<u><b>High-burden Communities</b></u> <ul style="list-style-type: none"> <li>• Implementation of community level interventions in state "hot spots"</li> </ul>		
		<u><b>Implement Community or Insurer/Health System Interventions</b></u> <ul style="list-style-type: none"> <li>• Provide technical assistance to high-burden communities and counties, especially efforts to address problematic prescribing</li> <li>• Implement opioid prescribing interventions for insurers and/or health systems</li> <li>• Enhance uptake of evidence-based opioid prescribing guidelines</li> </ul>	<u><b>Insurers &amp; Health Systems</b></u> <ul style="list-style-type: none"> <li>• Expanded opioid management programs</li> <li>• Implementation of opioid prescribing interventions</li> <li>• Expanded uptake and use of evidence-based opioid prescribing guidelines</li> </ul>	



<p><b><u>Policy Evaluation</u></b></p> <ul style="list-style-type: none"> <li>• Conduct a rigorous evaluation on a law, policy, or regulation designed to prevent opioid overuse, misuse, abuse, and overdose</li> </ul>	<p><b><u>Indicators of system or practice change</u></b></p> <ul style="list-style-type: none"> <li>• Evidence of implementation of law, policy or regulation</li> </ul>	<p><b><u>Insurers &amp; Health Systems</u></b></p> <ul style="list-style-type: none"> <li>• Decreased rate of high dose (&gt;100 MME/day) opioid Rx</li> <li>• Increased use of claims reviews to identify high-risk prescribing</li> <li>• Increased # of patients in opioid mgmt. programs</li> </ul>	<p><i>*Note: all outcomes are project period outcomes</i></p>
<p><b><u>Rapid Response Project</u></b></p> <ul style="list-style-type: none"> <li>• Implement an RRP to advance an innovative prevention approach</li> </ul>	<p><b><u>Oversight/Enforcement</u></b></p> <ul style="list-style-type: none"> <li>• Increased enforcement actions against outlier providers</li> <li>• Decreased number of outlier pain clinics (“pill mills”)</li> </ul>		

**i. Purpose**

To provide states guidance and resources to prevent prescription drug overdoses by addressing problematic opioid prescribing. This funding lays out four priority strategies that states may advance: 1) enhance and maximize a state PDMP (required); 2) implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse (required); 3) conduct policy evaluations (optional); and 4) develop and implement Rapid Response Projects (optional).

While the primary purpose of this funding is prescription drug overdose prevention, it also presents opportunities to advance surveillance and evaluation efforts to respond to the increase in heroin overdose deaths.

**ii. Outcomes**

Awardees are expected to implement activities that will impact relevant short and intermediate outcomes listed in the logic model. The specific short, intermediate, and long-term outcomes should be tailored to the work plan of strategies selected.

All awardees should be positioned and are expected to impact long-term outcomes within four to six years or earlier after receiving funding, regardless of the strategies chosen. These outcomes include:

- decreased rate of opioid abuse
- increased opioid use disorder treatment
- decreased rate of emergency department (ED) visits due to misuse or abuse of controlled prescription drugs, and
- decreased drug overdose death rate, including prescription opioid and heroin overdose death rates.

**OUTCOMES FOR PRIORITY STRATEGY #1**

For work under Priority Strategy #1, **enhance and maximize PDMPs**, (see logic model) awardees are expected to demonstrate change in short-term outcomes associated with the PDMP enhancements being implemented. Examples include:

- Reduced barriers to registration and use
- Shorter data collection interval
- Increased rate of unsolicited reports
- Increased timeliness and use of standard population-based PDMP reports for surveillance
- Regular distribution of reports on surveillance metrics established by CDC.

Awardees are also to demonstrate change in intermediate behavior changes to some of the following provider and patient behaviors; for example:

- Increased registration for and use of PDMPs



- Decreased rate of high dose (>100 MME/day) opioid prescriptions
- Increased use of non-opioid therapies for pain
- Reduced problematic drug co-prescribing (e.g., opioids with benzodiazepines)
- Decreased use of multiple prescribers for opioids

## OUTCOMES FOR PRIORITY STRATEGY #2

For work under Priority Strategy #2, **implement community or insurer/health system interventions**, (see logic model) awardees are expected to demonstrate change in outcomes that show implementation of promising interventions.

Outcomes for community intervention include:

- Identification of counties and communities with a high burden of drug overdose deaths
- Expanded use of opioid prescribing guidelines in the EDs of high-burden areas
- Improved local health department capacity for acquiring, analyzing, and disseminating drug overdose data
- Decreases in opioid abuse, ED visits, overdoses, and other indicators in high-burden counties and localities.

For work on insurer/health system interventions, examples of outcomes include:

- Implementation of opioid management programs (e.g., prior authorization for opioids used at dosages or durations that are not recommended, drug utilization review, coordinated care programs, and patient review and restriction (PRR) programs, aka "Lock In")
- Enhancements in a drug utilization review program in a state health insurance program that screens prescription drug claims for problematic prescribing and potential misuse (see, e.g., Proactive notification to providers of outlier prescribing as discussed in Betses M, Brennan T. Abusive prescribing of controlled substances—a pharmacy view. *N Engl J Med* 2013; 369:989-991.)
- Implementation of improved drug formularies (e.g., removal of methadone as a preferred drug for the treatment of pain)
- Interventions and practices that expand access to medication assisted treatment
- Expanded uptake of evidence-based opioid prescribing guideline
- Alignment of insurance incentives with evidence-based opioid prescribing guidelines (e.g. non-opioid therapies accessible and preferred for conditions for which guidelines do not support opioids as first-line treatment; prior authorization for dosages that are not recommended)
- Implementation of programs that can enhance prescribing guideline adherence beyond incentives (e.g., implementation of health system quality improvement programs to enhance guideline adherence)

In the intermediate term, awardees are also expected to demonstrate change in provider and patient behaviors; for example:

- Decreased rate of high-dose opioid prescribing by providers;
- Decreased rate of problematic drug combinations prescribing by providers;
- Decreased rate of multiple providers for opioid prescriptions;
- Increased use of medication assisted treatment;
- Increased use of drug utilization reviews to identify prescriptions that may put patients at increased risk for overdose
- Increased use of insurance claims reviews to identify outlier providers
- Increase in academic detailing or other provider outreach related to potentially risky prescribing based on drug utilization reviews; and
- Decreased prescribing of methadone for pain.

## OUTCOMES FOR PRIORITY STRATEGY #3

If chosen, the work under Priority Strategy #3, **policy evaluation**, (see logic model) awardees should conduct an evaluation of laws/policies/regulations designed to prevent prescription drug overuse, misuse, abuse, or overdose (e.g., pain clinic laws, naloxone access policies) to:

- Assess and enhance the implementation of these initiatives (i.e., referred to quality improvement or process evaluation); and/or
- Analyze the impact of the law on behaviors related to prescription drug overuse, misuse, abuse, or overdose and/or to prescription drug overdose morbidity and mortality.

These evaluations should improve the effectiveness of a state's prevention efforts by enhancing the implementation of current prevention efforts; concentrating resources on prevention initiatives that are promising for reducing high-risk behaviors, morbidity, or mortality associated with prescription drug overdoses; understanding the impact of interventions on heroin use and overdose; examining unintended consequences of interventions; and reducing resources allocated to prevention initiatives found to have no or limited impact on targeted behavioral, morbidity, and mortality outcomes. Short-term outcomes will include increased evidence of system or practice change—either positive or negative—as a result of the studied policy's implementation. Findings from evaluations across awardees may be used to identify best practices and highlight the most effective interventions.

## OUTCOMES FOR PRIORITY STRATEGY #4

If chosen, the work under Priority Strategy #4, **develop and implement Rapid Response Projects**, (see logic model) awardees are expected to implement initiatives not covered by Priority Strategy #1 (PDMP enhancement) or Priority Strategy #2 (implement community or insurer/health system interventions). The description of the Rapid Response Project should specify clear implementation goals logically related to the Rapid Response Project and developed in accordance with CDC. While short-term implementation outcomes may vary, the intermediate and long-term outcomes to be addressed by these projects are expected to be largely consistent with those indicated in the logic model.

### iii. Strategies and Activities

This program requires work in certain areas, called "priority strategies," but allows some flexibility and discretion in the specific activities chosen to advance these strategies. This design is intentional: CDC wants awardees to advance work in prioritized, high-impact areas, but also wants to make sure the program can be tailored to fit the state's specific needs and capacities and be responsive to emerging concerns.

This funding lays out four priority strategies that states may advance; two of these strategies are required, two are optional. The two required strategies are:

- 1) Enhance and maximize a state PDMP and
- 2) Implement community or insurer/health system interventions aimed at preventing prescription drug overdose and abuse.

The two optional strategies are:



- 3) Conduct policy evaluations and/or
- 4) Develop and implement Rapid Response Projects.

These priority strategies are listed on the left hand side of the logic model. Under each of these priority strategies are bulleted “major activities” that applicants can choose. Not all of these major activities need to be chosen, but CDC requires that a certain number of major activities be implemented by the awardee, specifically:

- Awardees must do at least two major activities under the PDMP priority strategy.
- Awardees must do at least one major activity under the community or insurer/health system priority strategy.
- Awardees may, but are not required to, choose one or more policies to evaluate under the policy evaluation strategy.
- Awardees may, but are not required to, choose a Rapid Response Project to develop and implement under the Rapid Response Project strategy.

Once priority strategies and major activities have been chosen, the applicant has significant discretion in how to advance these strategies and activities. The sub-activities provided for each major activity are suggestions on the type of work that can be done. Specific sub-activities are not required — applicants can design their own plan for advancing the chosen priority strategies and major activities.

Please note: Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA.

### PRIORITY STRATEGY 1: ENHANCING AND MAXIMIZING PDMPs

Overview: PDMPs are foundational programs for reversing the epidemic. Their potential impact on clinical practice and public health surveillance is critical to understanding and addressing the behaviors driving over-prescribing. The PDMP priority strategy is designed to advance three key PDMP practices that can help reduce the overuse and misuse of prescription of opioids:

1. **Real-time:** The PDMP captures up-to-the-minute dispensing and provides near real-time data to clinicians and public health officials working to prevent inappropriate prescribing.
2. **Universal use:** PDMPs should be reviewed by clinicians before writing prescriptions for opioids and other key controlled substances,
3. **Actively managed:** PDMP data should be used as a public health surveillance system to inform and evaluate interventions.

CDC recognizes that not all states are ready, or have the legal authority, to achieve these aims. This program would enable states to make incremental improvements toward these goals (e.g., streamlining registration, expanding the pool of providers with PDMP access, reducing data collection interval to 24-hours, improving data management and reporting of key surveillance metrics).

Awardees must advance at least two of the major PDMP activities listed in the left-hand column below (also found in the logic model).

#### Priority Strategy 1: ENHANCING AND MAXIMIZING PDMPs, Major Activities and Sub-Activities

Major Activities <i>Applicants must pick at least 2 of these major activities.</i>	Recommended Sub-Activities: <i>Below CDC has listed some recommended sub-activities applicants can engage in to advance chosen PDMP strategies. These sub-activities are not required; applicants can choose from the recommended sub-activities or applicants can propose actions that are not listed below if they still advance the selected strategy—please provide detail on how these actions support the strategy.</i>
Move toward universal PDMP registration and use	Streamline and simplify PDMP registration process.
	Build PDMP information systems to support universal registration and use.
	Develop and disseminate information to aid in universal registration and use.
	Other sub-activities as needed to advance universal registration and use.
Make PDMPs easier to use and access	Review and rectify barriers to data sharing between PDMPs and EHRs.
	Expand pool of healthcare professionals permitted to access PDMP data, including delegates who can obtain PDMP data on behalf of a PDMP provider.
	Expand access to PDMPs via a health information exchange.
	Expand access to PDMPs via an interstate exchange.
	Support PDMP training efforts in high-burden regions.
	Other actions as needed to make PDMPs easier to use and access.
Move toward a real-time PDMP (i.e., reduce the data collection interval)	Improving PDMP infrastructure or information systems to support reduced data collection intervals
	Developing and disseminating information or guidance to aid in reducing the PDMP data collection interval
	Other sub-activities as needed to reduce PDMP data collection interval.
Expand and improve proactive (i.e., unsolicited) reporting	Designing, validating, or refining algorithms for identifying high-risk prescribing activity to use as a trigger for proactive reports.
	Improving PDMP infrastructure or information systems to support proactive reporting and data analysis.
	Developing and disseminating information or guidance to aid in proactive reporting.
	Enhancing reporting system to increase frequency and quality of reporting.



	Other sub-activities as needed to expand or improve proactive and unsolicited reporting about both patients and providers.
Conduct public health surveillance with PDMP data and publicly disseminate reports quarterly or semi-annually on CDC-directed metrics [1]	Developing and disseminating guidance on the use of PDMP data for public health surveillance.
	Improving PDMP infrastructure or information systems to support PDMP use as a public health surveillance system.
	Implementing strategies that improve linkage of prescription records for each consumer (e.g., software enhancements).
	Linking PDMP data to health outcomes data, e.g., overdose emergency department visits, vital records or medical claims data on patient diagnoses.
	Collect, disseminate, and analyze county and community level PDMP data and facilitate the use of PDMP data by county and local health departments.
	Establishing working relationships (e.g., by developing memorandums of understanding or data use agreements) between PDMPs and other state agencies or community organizations.
	Other sub-activities as needed to expand or maximize PDMPs as a surveillance system.

[1] Awardees using PDMPs for public health surveillance will be required, to the extent permissible under their state's law: to publically report the following five indicators: (1) Decrease in the percent of patients receiving more than an average daily dose of >100 morphine milligram equivalents (across all opioid prescriptions); (2) Decrease in the rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period) per 100,000 residents; (3) decrease in the percent of patients prescribed long-acting/extended-release opioids who were opioid-naïve (i.e., have not taken prescription opioids in 60 days); (4) decrease in percent of prescribed days overlap between opioid prescriptions; and (5) decrease in percent of prescribed opioid days that overlap with benzodiazepine prescriptions. These metrics can be generated with SAS programs developed by CDC and its partner the Brandeis University PDMP Center of Excellence; CDC can provide the SAS programs to awardees pursuing this activity.

**PRIORITY STRATEGY 2:  
IMPLEMENTING COMMUNITY OR INSURER/HEALTH SYSTEM INTERVENTIONS**

**Overview:** This strategy targets two promising avenues for prevention: enhancing and empowering local and community-level prevention and implementing insurer/health system improvements designed to reduce overdose risk.

The severity of the prescription drug overdose epidemic can vary widely throughout a state, and there are many opportunities for enhancing prevention at the county and local level. This program presents states the opportunity to engage community partners and implement community-level interventions in state “hot spots”. By equipping high-burden communities with promising, evidence-informed, data-driven prevention, states can focus resources and efforts within the communities most impacted by the epidemic. As noted above, program funds cannot be used for purchasing naloxone, implementing drug “take back” programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA.

In addition to the community partnerships and interventions captured by this strategy, insurance programs and health systems present critical opportunities for prevention. States run some of the largest insurance programs (e.g., Medicaid, workers compensation) and have access to important levers that can improve controlled substance prescribing in these programs. States can also exercise influence over local and community health system practices. This priority strategy will support state strategies to improve prescribing in their roles as major public insurers and health care leaders to implement effective strategies. Promising insurer and health system interventions include pain management programs for long-term opioid patients, drug claim screening for outlier prescribing, and quality improvement programs to enhance guideline adherence (e.g., academic detailing).

Awardees must advance at least one of the major activities in the left hand column below, also found in the logic model. States do not have to advance both a community intervention and an insurer/health system intervention—they may choose just one major activity to advance.

**Priority Strategy 2: IMPLEMENTING COMMUNITY OR INSURER/HEALTH SYSTEM INTERVENTIONS, Major Activities and Sub-Activities**

<b>Major activities:</b>	<b>Recommended Sub-Activities:</b>
<i>Awardees must select <u>at least 1</u> of these major activities.</i>	<i>Listed below are some recommended sub-activities to engage in to advance the chosen Insurer or Health System major activities. These sub-activities are <u>not required</u>; awardees can choose from the recommended sub-activities or propose sub-activities that are not listed below if they still advance the selected strategy—please detail how they do so.</i>
Identify and provide technical assistance to high-burden communities and counties, especially efforts to address problematic prescribing	Create a multidisciplinary data-focused group convening players from local public health and law enforcement to prevent prescription opioid abuse and overdose, especially by focusing on prescribing. For an example, see, New York City’s RxStat initiative, as described in Heller D, Bradley O’Brien D, Harocopos A, Hreno J, Lerner J, McCoy EB, Nolan M, Phillips Lum P, Tuazon E, Parker C, Kunins H, Paone D. RxStat: Technical Assistance Manual. 2014, New York City, available at <a href="http://www.pdmpassist.org/pdf/RxStat.pdf">http://www.pdmpassist.org/pdf/RxStat.pdf</a> .
	Build local health department capacity to develop and disseminate accessible analyses of local prescribing and mortality trends (e.g., by press release) to facilitate pickup by local media.
	Coordinate intensive prevention efforts aimed at high-burden counties or sub-state regions with an emphasis on addressing problematic prescribing.



Implement or improve opioid prescribing interventions for insurers, health systems, or pharmacy benefit managers	Implement or enhance a program that moves toward alignment of opioid prescribing with guidelines, using effective insurance levers such as prior authorization for prescriptions that are outside of recommended dosages or durations.
	Create or expand academic detailing for outlier opioid prescribers; implement program for sending proactive notification to prescribers when their prescribing deviates significantly from other prescribers in the program.
	Set up, implement, or enhance a Coordinated Care Program for patients on chronic opioid therapy (e.g., Group Health’s Chronic Opioid Therapy Safety Guideline). These programs would re-evaluate effectiveness of opioid therapy in meeting patients’ goals for pain relief and improved function, offer non-opioid pain therapy (e.g., non-opioid medication, cognitive-behavioral therapy, physical therapy), offer tapering for patients on high-dose opioids, and offer opioid use disorder treatment or referral when appropriate.
	Set up, implement, or enhance Patient Review and Restriction Program (or PRR, also called a “Lock In” Program). While these programs are most frequently found in Medicaid programs, awardees can also use this funding to create a program in another type of insurance program (e.g., Workers Compensation).
	Design, validate, refine, and then apply algorithms or metrics for inappropriate prescribing or high-risk patient behaviors using a health system or insurer’s own data. These metrics or algorithms would then be used by the insurer or health system to trigger mechanisms to prevent inappropriate prescribing or otherwise protect patients.
	Drug claim screening for outlier controlled substance prescribers and targeted efforts to increase use by insurers/health systems of these reports.
	Other sub-activities to implement or improve opioid prescribing interventions for insurers, health systems, or pharmacy benefit managers
Enhance uptake of evidence-based opioid prescribing guidelines	Awardees can use this funding to enhance uptake of evidence-based opioid prescribing guidelines. For example, awardees could engage in efforts to enhance guideline-concordant care (e.g., quality improvement programs, such as use of academic detailing); and effective dissemination of information about the guidelines to providers, health systems, insurers, or pharmacy benefit managers, particularly in high burden areas of the state

**PRIORITY STRATEGY 3:  
POLICY EVALUATION**

**Overview:** Awardees may choose to evaluate laws, policies, or regulations designed to address prescription drug overuse, misuse, abuse, and overdose. Awardees are expected to clearly articulate the policy or policies to be evaluated, use qualitative and quantitative approaches to analyze the results, and engage in active dissemination of the findings. The evaluation of laws, policies, or regulations should include both process evaluation (to examine the implementation of the law/policy/regulation) and outcome evaluation (to examine the law/policy/regulation’s impact on a health metric outcome, such as prescribing rates or emergency department visits). Evaluations that consider the economic costs and benefits of laws, policies, and regulations are also of interest. CDC will work closely with awardees to develop protocols for policy evaluation. Dissemination efforts should focus on improving implementation of current initiatives based on process evaluation findings and expanding knowledge of effective and ineffective approaches to improve prioritization of high-impact interventions.

**Priority Strategy 3: POLICY EVALUATION, Major Activities and Sub-Activities**

<b>Major Activities for Policy Evaluation</b>	<b>Recommended laws, policies, or regulations applicants can evaluate (sub-activities)</b> <i>Applicants may pick one or more policies, regulations, laws, or practices to evaluate.</i>
Conduct a rigorous evaluation on a law, policy, or regulation designed to prevent opioid overuse, misuse, abuse, and overdose	Evaluate existing PDMP practices: For example, awardees can evaluate the implementation and impact of universal use requirements, real-time reporting, proactive use, etc.
	Existing health insurer or health system policies or practices: Awardees can evaluate the implementation and impact of health insurer or health system policies
	Examining the impact of laws, policies, and regulations on heroin use and overdose
	Other laws, policies, or regulations, including, but not limited to: <ul style="list-style-type: none"> <li>• Pain clinic laws and regulations</li> <li>• Public or private payer policies that may serve as barriers to medication assisted treatment access (MAT) (e.g. duration limits on buprenorphine for substance use disorder) or facilitators of MAT Healthcare licensure board policies and actions</li> <li>• Naloxone access laws</li> <li>• Impact of state efforts to increase the number of providers who are waived to prescribe buprenorphine, such as release of specific state guidance regarding office-based buprenorphine use for opioid use disorder</li> <li>• Laws that provide for immunity for those seeking medical assistance following an overdose</li> </ul>



**PRIORITY STRATEGY 4:  
RAPID RESPONSE PROJECT**

**Overview:** The prescription drug epidemic is fast moving—new interventions can arise; the effectiveness of existing programs can be reevaluated; and new problems, like heroin, can emerge. Under this optional strategy, states can propose to implement Rapid Response Project (RRP) throughout the course of the award that do not fit into the above three strategies to break new ground on addressing the epidemic. For example, states could use RRP to build a new syndromic surveillance system; test a communication campaign; or facilitate intradepartmental data sharing, review and analysis to address opioid overdoses.

Applicants interested in this strategy do not need to submit an initial RRP proposal in the application, though they may propose potential RRP ideas that would be examined further during the funding period. Applicants selecting the RRP strategy would take the first year of the funding period to develop a plan for identifying RRP throughout the course of the award. This would include working with internal (e.g., state, community) and external (e.g., other states, CDC) stakeholders and partners to develop a process to assess needs, detect emerging concerns, propose RRP, and plan for RRP implementation. In year 1, up to 10% of the year’s funding can be used for the RRP planning process. CDC intends to work closely with the awardee to develop RRP; all RRP are subject to CDC approval. In each year of years 2-4, the applicant would submit the RRP plan to CDC in the Annual Performance Report/continuation application for approval. The applicant could use up to 10% of project funding each year to implement RRP in years 2-4 of the project period. RRP could be conducted for single years or multiple years depending on emerging concerns, aims, and scope.

To recap, this is how the program is structured:

Priority Strategies	Major Activities	Sub-Activities
These are the four major categories of work supported by this funding: (1) PDMPs; (2) community or insurer/health system interventions; (3) policy evaluation; and (4) Rapid Response Projects. Awardees must do work supporting (1) and (2); awardees may also choose (3) and/or (4), but are not required to.	These are the specific activities that awardees can choose from to advance the priority strategies. Awardees must choose two or more major activities for PDMPs and one or more for community or insurer/health systems interventions. Awardees may choose none, one, or more major activities for the other two priority strategies.	These are recommended activities awardees can do to advance chosen major activities. These are not required—just suggestions on things that can be done.

**1. Collaborations**

Collaborations are a vital part of this work; no single player can address all the levers that impact prescribing and drug overdoses. Success in this work is not possible without effective collaboration with key stakeholders. Below are both required and optional collaborations.

**a. With CDC-funded programs:**

Awardees are required to collaborate with CDC to improve technical and program guidance and conduct evaluations. Awardees will also be expected to work with CDC staff to identify and develop success stories arising from their program.

Here are some collaborations to address in the application, as applicable:

- **States with Core VIPP Funding:** Awardees currently receiving funding under CDC’s Core Violence and Injury Prevention Program (Core VIPP) must meet quarterly with the Core VIPP point of contact in the state health department to coordinate program activities where possible.
- **Core VIPP Regional Networks:** The Core VIPP Regional Networks provide a structure for cross-state collaboration and assistance to all states within their designated regions on a variety of injury and violence prevention topics. Awardees are encouraged but not required to be active participants of their Regional Network and provide information and technical assistance about their PDO program.
- **Other States Awarded Under this Announcement and Prevention Boost States:** Awardees are encouraged but not required to collaborate and share information and findings with other states awarded under this announcement and/or with states currently funded under the Prescription Drug Overdose: Prevention Boost FOA (CDC-RFA-CE14-1404).
- **Injury Control Research Centers:** Injury Control Research Centers (ICRCs) conduct research in all three core phases of injury control (prevention, acute care, and rehabilitation) and serve as training centers as well as information centers for the public. ICRCs are great sources of research knowledge and other resources for state programs and awardees are encouraged but not required to collaborate with any of the ICRCs across the nation.

**b. With organizations external to CDC:**

**Applicants Must Show Engagement with Law Enforcement**

The prescription drug overdose epidemic has major implications for both public health and law enforcement. Success in reducing prescription drug overdoses requires coordination and engagement between these two sectors. Applicants must demonstrate this engagement with law enforcement.

- Applicants must provide a Letter of Support (LOS) from a state-level law enforcement authority in their state.
- The LOS must show that the law enforcement authority supports the application and agrees to regular meetings to support and coordinate activities.

**Applicants Must Show Engagement with the State Substance Abuse Services Authority**

State substance abuse services authorities are important partners in this effort. Applicants must demonstrate coordination and engagement with the state substance abuse services authority.

- Applicants must provide a Letter of Support (LOS) from the state substance abuse services authority in their state.
- The LOS must show that the state substance abuse services authority supports the application and agrees to regular meetings to support and coordinate activities.

**Applicants Must Show Collaboration with Certain Key Partners**



Applicants must demonstrate support from other key authorities involved in their work. Who these authorities are depends on which Priority Strategies are being pursued. Because all applicants must do work on Priority Strategy #1 (PDMPs), applicants must demonstrate support from the state PDMP authorities. Applicants must provide additional LOSs depending on the other priority strategies they are advancing.

**Priority Strategy #1: Enhancing and Maximizing PDMPs:**

- All applicants must provide a Letter of Support (LOS) from the PDMP authority in their state.
- The LOS must show that the PDMP authority supports the application, agrees to quarterly meetings to support and coordinate activities, and how the PDMP authority will facilitate proposed activities for enhancing and maximizing the state's PDMP.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.
- Please note, applicants who receive funding under the Harold Rogers Prescription Drug Monitoring Program from the Bureau of Justice Assistance will be expected to coordinate activities under the two programs and communicate with CDC what activities they are engaging in with the BJA funding. However, no LOS or other documentation is required for the application.

**Priority Strategy #2: Implementing Community or Insurer/Health System Interventions:**

- Applicants advancing insurer/health system work under Priority Strategy #2 must provide a LOS from the entity where the work is focused. For example, if the applicant proposes to create an opioid management program for the state Medicaid program it should provide an LOS from the Medicaid authority. If improving an element of the Workers' Compensation program, it should provide an LOS from the Workers' Compensation authority. If the applicant is working in partnership with a particular health system or insurance program (e.g., integrating and/or disseminating evidence-based opioid prescribing guidelines), the applicant should include an LOS from that system or program.
- The LOS must demonstrate the authority's support, agreement to quarterly meetings, and explanation of how the state authority will facilitate the proposed activities.
- Applicants implementing community interventions under Priority Strategy #2 may provide any materials (e.g., MOUs, LOS from local health departments) that demonstrate collaborations that will make this work stronger and more impactful, but are not required to do so.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

**Priority Strategy #3: Policy Evaluation**

- Applicants proposing work under this Priority Strategy must provide a LOS from agencies that maintain access to relevant data the state will be using for evaluation. For example, provide an LOS from the state medical board or Medicaid agency if their data is to be used in an evaluation. The LOS must indicate the agency's support and intention to share data with the awardee for evaluation purposes.
- Applicants may provide any other materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

**Priority Strategy #4: Develop and Implement a Rapid Response Project**

- No materials are required; however, applicants may provide any materials (e.g., MOUs, LOS from other entities) that demonstrate collaborations that will make the work in this area stronger.

**Applicants Are Encouraged to Show Other Relevant Collaborations**

Regardless of the strategies selected, applicants are strongly encouraged to describe other strategic partnerships and collaborations with organizations that have a role in achieving the FOA outcomes and proposed activities (e.g., state boards of medicine, boards of pharmacy, substance abuse and mental health agencies, local businesses, medical organizations).

**2. Target Populations**

Applicants must describe how the interventions initiated, improved or evaluated target high-risk groups of clinicians and patients to achieve the greatest health impact. Awardees should use data to identify groups within their jurisdiction or community that are disproportionately contributing to or affected by the public health problem, and plan activities to reduce or eliminate disparities. Disparities by race, ethnicity, gender, age, geography, socioeconomic status, and other relevant dimensions should be considered.

**a. Inclusion**

Applicants should address how the program will be inclusive of specific populations who can benefit from proposed strategies. These populations include groups such as providers and patients in rural areas, populations with low socio-economic status, or patients covered under state insurance mechanisms (e.g., Medicaid), or other populations that might be otherwise missed by promising strategies.

**iv. Funding Strategy (for multi-component FOAs only)**

N/A

**b. Evaluation and Performance Measurement**

**i. CDC Evaluation and Performance Measurement Strategy**

Evaluation and performance measurement help demonstrate achievement of program outcomes, build a stronger evidence base for specific program interventions, clarify applicability of the evidence to different populations and settings, drive continuous program quality improvement, and identify and articulate successes achieved to inform other states' efforts. Evaluation and performance measurement can also determine if program strategies are scalable and effective at reaching target populations.

Awardees will develop an evaluation plan for the primary purpose of local evaluation and program improvement. Awardees are expected to participate in a CDC-sponsored cross-site evaluation by sharing local data already collected for state program enhancement purposes. CDC will not direct local data collection efforts, but will provide suggestions and support for implementation of their evaluation plans. Please see the CDC Evaluation and Performance Measurement Strategy section below for more detail.

**CDC Evaluation and Performance Measurement Strategy:**



This section presents example measures that CDC will use to track the implementation of awardee strategies and activities (process evaluation) and examples of how CDC will determine progress on achieving the project period outcomes (outcome evaluation).

In many cases, data used for performance measurement are administrative data that already exist within states. In some cases, states may propose to collect new data to allow for outcome measurement depending on the strategies selected.

This FOA’s Logic Model shows the expected outcomes of this program. States are expected to see short-term policy and program developments around PDMPs, high-burden communities, insurers/health systems, and indicators of system or practice change. Which short-term changes states should expect to see depends on the specific priority strategies they select and the activities they advance.

In the intermediate term, states are expected to see impacts on key behaviors that drive the epidemic among providers, patients, high-burden communities, and insurers/health systems. In the long-term, states should expect changes in health outcomes—including rates of opioid abuse and treatment, opioid-related ED visits, and overdose deaths.

**Process and Outcome Performance Measures**

To understand why an outcome did or did not occur, it is critical to capture process or implementation outcomes as well. An analysis that includes both process and outcome measures is necessary to determine what is working well and what may need to change in order to get to impact.

To show how to measure performance over the course of the funding, below CDC has provided example measures for process and outcome evaluation. These are offered to give applicants an understanding of the scope and breadth of implementation and outcome evaluation related to this FOA.

These example measures are neither comprehensive nor final. CDC will work with awardees in the first year of the project to discuss and finalize performance measures. Awardees will be expected to report their performance measures at least annually and preferably on a semi-annual basis. For specific reporting requirements, refer to section F.3.b “Annual Performance Report” and F.3.c “Performance Measure Reporting” later in this FOA.

Awardees will track and report on appropriate process measures for the strategies and activities they have undertaken. These measures are to help track the implementation of strategies and their component activities. CDC will work with awardees in the six months following award to finalize these measures

**Example Process (Implementation) Performance Measures**

Strategy	Example Process Performance Measures
Enhance and Maximize PDMPs	<ul style="list-style-type: none"> <li>• Was there improved efficiency of the PDMP registration process?</li> <li>• Were there increases in access to PDMP, for example, increases in the number or types of healthcare professionals with access PDMP data?</li> <li>• Were there reductions in PDMP data collection intervals?</li> <li>• Did improvements to the PDMP infrastructure or information systems improve proactive reporting?</li> <li>• Did the enhancements to the reporting system increase frequency and quality of reporting?</li> <li>• Were there linkages made between PDMP data and health outcome data?</li> </ul>
Implementing Community or Insurer/Health System Interventions	<ul style="list-style-type: none"> <li>• Was there an increase in local health department capacity to develop and disseminate analyses of local prescribing and mortality trends?</li> <li>• Was there an increase in the number or scope of academic detailing for outlier opioid prescribers?</li> <li>• Was there an increase in the number of proactive notifications sent to outlier prescribers?</li> <li>• Was there an increase in the number of patients enrolled in Patient Review and Restriction programs?</li> </ul>
Policy Evaluation	<ul style="list-style-type: none"> <li>• Was the implementation of the selected policy evaluated (e.g., observation checklists or logs, record reviews, list of barriers and facilitators to implementation, documentation of completion of steps in CDC Framework for Program Evaluation)?</li> <li>• Was there an outcome evaluation conducted related to the impact of the selected policy?</li> <li>• Was a comprehensive evaluation report generated, integrating information from the implementation and outcome evaluation?</li> </ul>
Rapid ResponseProject	<ul style="list-style-type: none"> <li>• Were internal and external stakeholders and partners convened to develop a process to identify RRP?</li> <li>• Was an RRP identified and developed?</li> </ul>

Grantees will track and report on outcome measures for the outcomes they are being held accountable for. These measures are to help measure progress on achievement of the accountable outcomes.

The table below lists example outcome measures for selected outcomes in some of the categories of short-term, intermediate-term, and long-term outcomes. CDC will work with awardees in the six months following award to finalize these measures for all relevant outcomes.

**Example Short and Intermediate Term Outcomes and Measures**

<i>EXAMPLE SHORT –TERM OUTCOMES</i> Policy/Program Development	
Example Outcome	Example Outcome Measure/Indicator
Reduced barriers to PDMP registration and use	<ul style="list-style-type: none"> <li>• Expanded list of providers able to use PDMP</li> <li>• Reduction in amount of time and number of steps required to register for PDMP</li> </ul>
Implementation of community level interventions in state “hot spots”	<ul style="list-style-type: none"> <li>• Execution of data sharing and use agreements between local partners and agencies</li> </ul>



Expanded opioid management programs	<ul style="list-style-type: none"> <li>• Increase in the number of claims reviews conducted to identify high-risk prescribing (e.g., high-dose opioids, opioids from multiple prescribers for same patient, opioids co-prescribed with benzodiazepines)</li> <li>• Increased projected patient capacity for opioid management programs</li> </ul>
<b>EXAMPLE INTERMEDIATE-TERM OUTCOMES</b>	
<b>Behavior Change</b>	
<b>Example Outcome</b>	<b>Example Outcome Measure/Indicator</b>
Increased registration and use of PDMP	<ul style="list-style-type: none"> <li>• Increase in the number/percent of providers and dispensers registered in PDMP</li> </ul>
Decreased rate of high dose (>100 MME/day) opioid Rx	<ul style="list-style-type: none"> <li>• Increase in the percentage of providers who check the PDMP the first time an opioid pain reliever prescription is written for a patient</li> </ul>
Decreased use of multiple prescribers for opioids	<ul style="list-style-type: none"> <li>• Percent of patients receiving more than an average daily dose of &gt;100 morphine milligram equivalents (across all opioid prescriptions)*</li> </ul>
Decreased prescribing of long acting/extended release opioids for patients who are opioid-naïve (i.e., have not taken prescription opioids in 60 days)	<ul style="list-style-type: none"> <li>• Rate of multiple provider episodes for prescription opioids (5 or more prescribers and 5 or more pharmacies in a 6-month period) per 100,000 residents*</li> </ul>
Reduced instance of opioid prescription overlap	<ul style="list-style-type: none"> <li>• Decrease in the percent of patients prescribed long-acting/extended-release (LA/ER) opioids who were opioid-naïve (i.e., have not taken prescription opioids in 60 days)*</li> </ul>
Reduced overlap of opioid prescriptions with benzodiazepine prescriptions.	<ul style="list-style-type: none"> <li>• Percent of prescribed days overlap between opioid prescriptions*</li> </ul>
Improvements in key provider and patient behaviors in high-burden areas of state	<ul style="list-style-type: none"> <li>• E.g., decreased rate of high dose opioid prescribing, decreased number of outlier providers, decreased patient use of multiple providers for opioids</li> </ul>
Increased use of claims reviews to identify high-risk prescribing	<ul style="list-style-type: none"> <li>• Number of claim reviews to identify outlier prescribing</li> </ul>
Increased number of patients in opioid management programs	<ul style="list-style-type: none"> <li>• Number of patients actively enrolled in program</li> </ul>
<i>* Can be generated with SAS programs that CDC will provide to awardees. Awardees will be expected to provide this information.</i>	

### Long-term Health Outcomes

To assess the long-term impact of awardees' activities on the health of their residents, awardees will be required to calculate and report to CDC seven health outcomes each year:

1. Rate/number of emergency department (ED) visits related to acute poisonings associated with the effects of opioid analgesics.
2. Rate/number of emergency department (ED) visits related to heroin poisoning.
3. Rate/number of ED visits related to acute poisonings due to the effects of drugs.
4. Age-adjusted mortality rate of fatalities related to acute poisonings associated with the effects of opioid analgesics.
5. Age-adjusted mortality rate of fatalities related to heroin.
6. Age-adjusted mortality rate of fatalities related to acute poisonings associated with the effects of prescription drugs.
7. Age-adjusted mortality rate of fatalities related to acute poisonings due to the effects of drugs.

Awardees are strongly encouraged to collect more timely information by tracking quarterly the rate/number of ED visits related to drug overdoses (e.g., syndromic surveillance) or death certificates.

Information on how to calculate the indicators will be provided to awardees and finalized during the first year of funding, in consultation with awardees.

### Cross-Site National Evaluation

For the cross-site evaluation (as resources permit), CDC and any contracted agents will lead the design, work and collaborate with awardees to identify research questions, coordinate data collection/submission, oversee analysis, and disseminate findings to awardees and other key stakeholders. Awardees are expected to participate in and provide administrative data for a cross-site national evaluation of the program. It is anticipated that awardees will share data sources (e.g., de-identified aggregate PDMP data, claims data) with CDC to assist in evaluation efforts. Evaluators within state programs are expected to collaborate with CDC and contracted evaluators to identify evaluation questions based on selected strategies, share data sources, and implement cross-site evaluation activities. The CDC evaluation team will use the CDC Framework for Program Evaluation in Public Health (<http://www.cdc.gov/eval/framework/index.htm>) to assist in designing the evaluation strategy.

The cross-site evaluation will consider both process and outcome measures for all four priority strategies. The evaluation will assess the progress of



each awardee and determine the feasibility and utility of a cross-awardee comparisons (i.e., what common activities can be compared across awardees). Results from the cross-site evaluation will support continuous quality improvement for the program, contribute to the evidence about effective practices to reduce prescription drug overdose morbidity and mortality, document and share lessons learned to support replication of successful interventions, and inform future funding opportunities at CDC.

## ii. Applicant Evaluation and Performance Measurement Plan

Applicants must provide an Evaluation and Performance Measurement Plan that is consistent with the CDC Evaluation and Performance Measurement Strategy section of the CDC Project Description of this FOA. Data collected must be used for ongoing monitoring of the award to evaluate its effectiveness, and for continuous program improvement.

The Evaluation and Performance Measurement plan must:

- Be no more than 25 pages (excluding tables and diagrams)
- Be organized around the selected priority strategies 1-4.
- Describe the type of evaluations (i.e., process, outcome, or both).
- Describe key evaluation questions to be addressed by these evaluations.
- Describe indicators, data sources (specifying if administrative data already exists or if new/primary data collection is necessary), and frequency of data collection. Collection and sharing of timely (i.e., within one year) aggregate morbidity and mortality data is of particular interest and importance.
- Describe how key program partners will participate in the evaluation and performance measurement planning processes.
- Describe how evaluation findings will be used for continuous program quality improvement.
- Describe the dissemination channels (including public ones) and audiences for performance measures and evaluation findings.
- Affirm ability to collect the performance measures and respond to the evaluation questions specified in the CDC strategy. (For guidance regarding the Paperwork Reduction Act, please visit (<http://www.hhs.gov/ocio/policy/collection/infocollectfaq.html>))

When preparing an evaluation and performance measurement plan it is important to keep in mind resource considerations, how results will be disseminated, and how results will be used.

**Resources.** Resource considerations affect scope and level of effort. For example:

- What resources are available to conduct the evaluation?
- How will you prioritize your evaluation questions/activities given the resources you have available?
- What data are available to you/are you already collecting?
- How often will data be collected?
- Who is responsible for collecting the data?

**Dissemination.** It is important to know how you will share your evaluation findings with your stakeholders, and how these findings will be used. Referring back to your evaluation goals can help you focus your dissemination activities. Was your goal to evaluate your program for the purpose of improving it, or was the purpose of your evaluation to show the impact of your activities on selected outcomes? The answers to these questions, and the ones below, can help you organize your plan for disseminating and using your evaluation findings.

- Who are your audiences—both internal and external? (e.g., project team, coalition members, state public health department, state decision makers, community members, potential funders, etc.)
- How will you disseminate the evaluation findings to your audiences (e.g., presentation at a meeting, brief fact sheet/summary of findings, comprehensive report, weekly program improvement meetings, overview of findings on a website, etc.)?
- Who will develop these dissemination materials and/or present your evaluation findings to key stakeholders?
- Please refer to [http://www.cdc.gov/dhdsp/docs/Evaluation\\_Reporting\\_Guide.pdf](http://www.cdc.gov/dhdsp/docs/Evaluation_Reporting_Guide.pdf) for more information on how to ensure use of evaluation findings.

**Use.** A goal of any evaluation is to ensure that the findings are used by the stakeholders. Writing the report is not the end point or the final step in the evaluation process. To ensure use of evaluation findings, work must continue beyond completing a final report.

- What are your plans for using evaluation findings? (e.g., program improvement, generating stakeholder buy-in, demonstrating impact, etc.)
- How, where, and when will the findings be used?
- Who will use these findings?
- How will you monitor the use of these findings?

Awardees will be required to submit a more detailed Evaluation and Performance Measurement Plan within the first six months of the project, as outlined in the reporting section of this FOA.

## c. Organizational Capacity of Awardees to Execute the Approach

Applicants need to demonstrate the capacity to complete all activities proposed. “Organizational capacity” demonstrates the applicant’s ability to successfully execute the FOA strategies and meet project outcomes. Applicants should have adequate infrastructure (physical space and equipment), workforce capacity and competence, relevant skill sets, information and data systems, and electronic information and communication systems to implement the award.

Applicants must describe their organizational capacity to carry out the strategies and activities proposed. Please describe:

- Prior knowledge and experience working with the strategies selected.
- Proven ability to collect data at a population level and use data to demonstrate impact.
- Experience with planning and implementing programs state-level and/or statewide.
- Experience with evaluating programs state-level and/or statewide.

Specifically, the applying organization should have existing staff with expertise in program implementation, surveillance, program and performance management, evaluation, policy and management of travel and program requirements, and the full capability to manage the required award. Applicants should identify a qualified **evaluator who will conduct evaluation activities** within the state and collaborate with the CDC evaluation team. Please document these capabilities with résumés of key staff.



#### **d. Work Plan**

Applicants must prepare a detailed work plan for the first year of the award and a high-level plan for subsequent years. If funded, CDC will provide feedback and technical assistance to help finalize the work plan post-award.

Applicants must name this file “Work Plan” and upload it as a PDF file on [www.grants.gov](http://www.grants.gov).

Applicants should organize the work plan according to the Priority Strategies being advanced and the Major Activities selected. The work plan at a minimum should:

1. Describe major activities and sub-activities to be conducted to meet the program outcomes for each of the chosen priority strategies.
2. Include a single, state-specific Logic Model describing the comprehensive approach being proposed to work toward the outcomes specified on the overall CDC program logic model.
3. List objectives that are Specific, Measurable, Achievable, Relevant, and Time-phased (SMART) during the first 12-month budget period. The applicant should also develop a long-term work plan of overarching goals that will be accomplished over the entire cooperative agreement project cycle.
4. Describe possible barriers to or facilitators for reaching each objective.
5. Provide a timeline that identifies key activities and assigns approximate dates for inception and completion.
6. Describe the multi-sector collaboration that will be formed to assist in carrying out the proposed activities.
7. Describe staff and administrative roles and functions to support implementation of the award, including evaluation functions.
8. Explain administration and assessment processes to ensure successful implementation and quality assurance.
9. Explain how lessons learned will be translated and disseminated (e.g., through publications, presentations).

#### **e. CDC Monitoring and Accountability Approach**

Monitoring activities include routine and ongoing communication between CDC and awardees, site visits, and awardee reporting (including work plans, performance, and financial reporting). Consistent with applicable grants regulations and policies, CDC expects the following to be included in post-award monitoring for grants and cooperative agreements:

- Tracking awardee progress in achieving the desired outcomes.
- Ensuring the adequacy of awardee systems that underlie and generate data reports.
- Creating an environment that fosters integrity in program performance and results.

Monitoring may also include the following activities:

- Ensuring that work plans are feasible based on the budget and consistent with the intent of the award.
- Ensuring that awardees are performing at a sufficient level to achieve outcomes within stated timeframes.
- Working with awardees on adjusting the work plan based on achievement of outcomes, evaluation results and changing budgets.
- Monitoring performance measures (both programmatic and financial) to assure satisfactory performance levels.

Other activities deemed necessary to monitor the award, if applicable.

These activities may include monitoring and reporting activities that assist grants management staff (e.g., grants management officers and specialists, and project officers) in the identification, notification, and management of high-risk grantees.

Applicant’s budget must include travel for two to four staff to a two-day kickoff meeting at CDC’s National Center for Injury Prevention and Control in Atlanta, GA at the beginning of the first-year of the project. All awardees will attend this meeting. For the second, third, and fourth years of the project period, the budget should include annual reverse site visits for two program staff to visit Atlanta and meet with CDC staff.

#### **f. CDC Program Support to Awardees (THIS SECTION APPLIES ONLY TO COOPERATIVE AGREEMENTS)**

CDC will provide substantial involvement beyond regular performance and financial monitoring during the project period. Substantial involvement means that applicants can expect federal programmatic partnership in carrying out the effort under the award. CDC will work in partnership with awardees to ensure the success of the cooperative agreement by:

- Providing cross-site and awardee-specific surveillance technical assistance such as providing tools to identify drug poisonings using ICD-9-CM, ICD-10, text searches and ICD-10-CM, if implemented during the award period;
- Providing technical assistance to revise annual work plans;
- Assisting in advancing program activities to achieve project outcomes;
- Providing scientific subject matter expertise and resources;
- Collaborating with awardees to develop evaluation plans that align with CDC evaluation activities;
- Providing technical assistance on awardee’s evaluation and performance measurement plan;
- Providing technical assistance to define and operationalize performance measures;
- Facilitating the sharing of information among grantees;
- Participating in relevant meetings, committees, conference calls, and working groups related to the cooperative agreement requirements to achieve outcomes;
- Coordinating communication and program linkages with other CDC programs and Federal agencies, such as Centers for Medicare and Medicaid Services (CMS), Food and Drug Administration (FDA), the National Institutes of Health (NIH), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the HHS Office of the National Coordinator for Health Information Technology (ONC).
- Translating and disseminating lessons learned through publications, meetings, surveillance measures and other means on promising and best practices to expand the evidence base.

## **B. Award Information**

### **1. Funding Instrument Type:**

Cooperative Agreement

CDC's substantial involvement in this program appears in the CDC Program Support to Awardees Section.

<b>2. Award Mechanism:</b>	U17
<b>3. Fiscal Year:</b>	2015
Estimated Total Funding:	\$55,600,000
<b>4. Approximate Total Fiscal Year Funding:</b>	\$13,900,000
<b>5. Approximate Project Period Funding:</b>	\$55,600,000
<b>6. Total Project Period Length:</b>	4 year(s)
<b>7. Expected Number of Awards:</b>	16
<b>8. Approximate Average Award:</b>	\$875,000 Per Budget Period
<b>9. Award Ceiling:</b>	\$1,000,000 Per Budget Period
<b>10. Award Floor:</b>	\$750,000 Per Budget Period
<b>11. Estimated Award Date:</b>	09/15/2015

Throughout the project period, CDC will continue the award based on the availability of funds, the evidence of satisfactory progress by the awardee (as documented in required reports), and the determination that continued funding is in the best interest of the federal government. The total number of years for which federal support has been approved (project period) will be shown in the “Notice of Award.” This information does not constitute a commitment by the federal government to fund the entire period. The total project period comprises the initial competitive segment and any subsequent non-competitive continuation award(s).

**12. Budget Period Length:** 12 month(s)

**13. Direct Assistance**

Direct Assistance (DA) is not available through this FOA.

**C. Eligibility Information**

**1. Eligible Applicants**

Eligibility Category: State governments

**2. Additional Information on Eligibility**

Current Boost States: States funded under the Boost FOA (CDC-RFA-CE14-1404) are eligible to apply for this program. If a state currently receiving support under Prevention Boost receives funding under this FOA, it will no longer receive funding under Boost and will instead receive funding exclusively under this program. Prevention Boost states that do not apply or are not awarded funds under this program will continue their work under Boost.

Because this funding requires activity to enhance state PDMPs, states where a PDMP is not authorized are not eligible to apply for this funding.

Applicants must provide a Letter of Support (LOS) from:

- A state-level law enforcement authority in their state. The LOS must show that the law enforcement authority supports the application and agrees to regular meetings to support and coordinate activities.
- The state substance abuse services authority in their state. The LOS must show that the substance abuse authority supports the application and agrees to regular meetings to support and coordinate activities.
- The PDMP authority in their state showing the PDMP authority supports the application, agrees to quarterly meetings to support and coordinate activities, and how the PDMP authority will facilitate proposed activities for enhancing and maximizing the state’s PDMP.

Applicants implementing insurer/health system interventions under Priority Strategy #2 must provide a LOS from the state authority managing the entity where the work is focused. For example, if a proposal is for creating an opioid management program for the state Medicaid program, show an LOS from the Medicaid authority. If improving an element of the Workers’ Compensation program, provide a LOS from the Workers’ Compensation authority. If the applicant is integrating and/or disseminating evidence-based opioid prescribing guidelines in partnership with a particular health system or insurance program, the applicant should include a LOS from that system or program. The LOS must demonstrate the authority’s support, agreement to quarterly meetings, and explanation of how the state authority will facilitate the proposed activities.

If the priority strategy of policy evaluation is chosen, applicants must provide a LOS from agencies that maintain access to relevant data the state will be using for evaluation. The LOS must indicate the agency’s support and agreement to share data for evaluation purposes.

The award ceiling for this FOA is \$1,000,000. CDC will consider any application requesting an award higher than this amount as non-responsive and it will receive no further review. If a pre-application is required, then specify here and include it in the special eligibility requirements section. ([http:// www.hhs.gov/ asfr/ ogapa/ aboutog/ hhsgps107.pdf](http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf))

**3. Justification for Less than Maximum Competition**

Competition is limited to state health departments (SHDs) or their bona fide agents. SHDs are critical to the success of this FOA for several reasons: (1) the surveillance and evaluation capacity unique to SHDs; (2) the authority and connections of SHDs to other stakeholders at the state level; (3) the necessity of state-level perspective for applicable lessons learned to inform other SHDs; and (4) the connection and likely collaboration with other injury awardees.

SHDs have the unique epidemiologic and surveillance capacity to identify crucial trends and patterns driving the epidemic. Identifying such patterns is critical for all the interventions funded under this program. Further, evaluation is a required and integral piece of this FOA and SHDs are unique in their evaluation capacity and expertise at the state level, especially with regard to the impact of the kind of health-related interventions at the core of this FOA.

SHDs also have deep collaborative relationships with, or direct authority over, all of the critical state-level stakeholders needed to advance the FOA's focus areas—including PDMPs, state boards of medical licensure, state boards of pharmacy, and state health insurance programs like Medicaid or Workers Compensation. No other entity or body within the state government has the necessary connections and collaborative relationships necessary to fulfill the requirements of this FOA.

Another purpose of this FOA is to create a reproducible model for state action on prescription drug overdose. Because this FOA will only fund a small number of states, it is critical that the lessons learned from this project are applicable to other state efforts. Every state has a SHD that can serve as the hub of prevention efforts, further supporting the necessity of awarding grants solely to SHDs as under this FOA.

Failure to limit eligibility to SHDs would undercut the purposes of this funding. Non-SHD awardees would lack the surveillance and evaluation expertise needed to fulfill the funding's objective. Such awardees would also lack the connections and collaborations with the state-level organizations like PDMPs and state Medicaid programs necessary to advance the Priority Strategies. This lack of capacity, expertise, and connection would make it extremely unlikely awardees could fulfill the requirements of the funding or achieve the expected outcomes of the project. The utility of lessons learned from the funding—one of the key purposes of the program—would be seriously undermined, as it would be unlikely to be applicable to state health departments, who are in critical need of demonstrated effective approaches to prescription drug overdose prevention.

#### 4. Cost Sharing or Matching

Cost Sharing / Matching                      No  
Requirement:

Cost sharing or matching funds are not required for this program. Although no statutory matching requirement for this FOA exists, leveraging other resources and related ongoing efforts to promote sustainability is strongly encouraged.

Consistent with the cited authority for this announcement and applicable grants regulations, sources for cost sharing or matching may include complementary foundation funding, other U.S. government funding sources including programs supported by HHS or other agencies (e.g., Department of Agriculture, Department of Education, Department of Housing and Urban Development, Department of Transportation, Environmental Protection Agency, U.S. Park Service) and other funding sources. Applicants should coordinate with multiple sectors such as public health, transportation, education, health care delivery, and agriculture.

#### 5. Maintenance of Effort

Maintenance of effort is not required for this program.

### D. Required Registrations

Additional materials that may be helpful to applicants: <http://www.cdc.gov/od/pgo/funding/docs/FinancialReferenceGuide.pdf>.

#### 1. Required Registrations

An organization must be registered at the three following locations before it can submit an application for funding at [www.grants.gov](http://www.grants.gov).

**a. Data Universal Numbering System:** All applicant organizations must obtain a Data Universal Numbering System (DUNS) number. A DUNS number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). It will be used as the Universal Identifier when applying for federal awards or cooperative agreements.

The applicant organization may request a DUNS number by telephone at 1-866-705-5711 (toll free) or Internet at <http://fedgov.dnb.com/webform/displayHomePage.do>. The DUNS number will be provided at no charge. If funds are awarded to an applicant organization that includes sub-awardees, those sub-awardees must provide their DUNS numbers before accepting any funds.

**b. System for Award Management (SAM):** The SAM is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as an awardee. All applicant organizations must register with SAM, and will be assigned a SAM number. All information relevant to the SAM number must be current at all times during which the applicant has an application under consideration for funding by CDC. If an award is made, the SAM information must be maintained until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process usually requires not more than five business days, and registration must be renewed annually. Additional information about registration procedures may be found at [www.SAM.gov](http://www.SAM.gov).

**c. Grants.gov:** The first step in submitting an application online is registering your organization through [www.grants.gov](http://www.grants.gov), the official HHS E-grant website. Registration information is located at the "Get Registered" option at [www.grants.gov](http://www.grants.gov).

All applicant organizations must register with [www.grants.gov](http://www.grants.gov). The one-time registration process usually takes not more than five days to complete. Applicants must start the registration process as early as possible.

#### 2. Request Application Package

Applicants may access the application package at [www.grants.gov](http://www.grants.gov).

#### 3. Application Package

Applicants must download the SF-424, Application for Federal Assistance, package associated with this funding opportunity at [www.grants.gov](http://www.grants.gov). If Internet access is not available, or if the online forms cannot be accessed, applicants may call the CDC PGO staff at 770-488-2700 or e-mail PGO [PGOTIM@cdc.gov](mailto:PGOTIM@cdc.gov) for assistance. Persons with hearing loss may access CDC telecommunications at TTY 1-888-232-6348.

#### 4. Submission Dates and Times

If the application is not submitted by the deadline published in the FOA, it will not be processed. PGO personnel will notify the applicant that their application did not meet the deadline. The applicant must receive pre-approval to submit a paper application (see Other Submission Requirements section for additional details). If the applicant is authorized to submit a paper application, it must be received by the deadline provided by PGO.

##### a. Letter of Intent Deadline (must be emailed or postmarked by)

Due Date for Letter of Intent: **03/16/2015**

## **b. Application Deadline**

Due Date for Applications: **05/08/2015**, 11:59 p.m. U.S. Eastern Standard Time, at [www.grants.gov](http://www.grants.gov). If Grants.gov is inoperable and cannot receive applications, and circumstances preclude advance notification of an extension, then applications must be submitted by the first business day on which grants.gov operations resume.

Date for Informational Conference Call: 03/11/2015

Informational conference call for potential applicants: Wednesday March 11, 2015 at 1:00PM ET

Conference call number: (855) 644-0229 Conference ID: 9654605

The purpose of **Amendment 1** to this FOA is to provide additional clarifying information based on questions received from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015. A summary of the questions and answers can be found in Section H. Other Information beginning on page 39 of the amended FOA.

## **5. CDC Assurances and Certifications**

All applicants are required to sign and submit "Assurances and Certifications" documents indicated at <http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html>.

- Complete the applicable assurances and certifications on an annual basis, name the file "Assurances and Certifications" and upload it as a PDF file at [www.grants.gov](http://www.grants.gov)
- Complete the applicable assurances and certifications and submit them directly to CDC on an annual basis at [http://wwwn.cdc.gov/grantassurances/\(S\(mj444mxct51Inrv1hljjjmaa\)\)/Homepage.aspx](http://wwwn.cdc.gov/grantassurances/(S(mj444mxct51Inrv1hljjjmaa))/Homepage.aspx)

Assurances and certifications submitted directly to CDC will be kept on file for one year and will apply to all applications submitted to CDC by the applicant within one year of the submission date.

## **6. Content and Form of Application Submission**

Applicants are required to include all of the following documents with their application package at [www.grants.gov](http://www.grants.gov).

### **7. Letter of Intent**

An LOI is requested but optional. The content of the LOI can be very simple — all CDC is looking for is a letter from the applicant stating the intention to apply.

LOI must be sent via U.S. express mail, delivery service, fax, or email to:

Eric S. Gross

CDC, National Center for Injury Prevention and Control

Address: 4770 Buford Hwy. NE

Mailstop F-62

Atlanta, GA 30341

[euw9@cdc.gov](mailto:euw9@cdc.gov)

Phone: 770.488.4398

Fax: 770.488.3551

### **8. Table of Contents**

(No page limit and not included in Project Narrative limit): The applicant must provide, as a separate attachment, the "Table of Contents" for the entire submission package.

Provide a detailed table of contents for the entire submission package that includes all of the documents in the application and headings in the "Project Narrative" section. Name the file "Table of Contents" and upload it as a PDF file under "Other Attachment Forms" at [www.grants.gov](http://www.grants.gov).

### **9. Project Abstract Summary**

(Maximum 1 page)

A project abstract is included on the mandatory documents list and must be submitted at [www.grants.gov](http://www.grants.gov). The project abstract must be a self-contained, brief summary of the proposed project including the purpose and outcomes. This summary must not include any proprietary or confidential information. Applicants must enter the summary in the "Project Abstract Summary" text box at [www.grants.gov](http://www.grants.gov).

### **10. Project Narrative**

(Maximum of 20 pages, single spaced, Calibri 12 point, 1-inch margins, number all pages. Content beyond 20 pages will not be considered. The 20 page limit includes the work plan. For a multi-component FOA, maximum page limit is 25.)

The Project Narrative must include all of the bolded headings shown in this section. The Project Narrative must be succinct, self-explanatory, and in the order outlined in this section. It must address outcomes and activities to be conducted over the entire project period as identified in the CDC Project Description section. Applicants must submit a Project Narrative with the application forms. Applicants must name this file "Project Narrative" and upload it at [www.grants.gov](http://www.grants.gov).

#### **a. Background**

Applicants must provide a description of relevant background information that includes the context of the problem (See CDC Background).

#### **b. Approach**

##### **i. Purpose**

Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the CDC Background section.

## ii. Outcomes

Applicants must clearly identify the outcomes they expect to achieve by the end of the project period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain). (See the logic model in the Approach section of the CDC Project Description.)

## iii. Strategies and Activities

Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the project period outcomes. Applicants must select existing evidence-based strategies that meet their needs, or describe in the Applicant Evaluation and Performance Measurement Plan, how these strategies will be evaluated over the course of the project period. (See CDC Project Description: Strategies and Activities section.)

## 1. Collaborations

Applicants must describe how they will collaborate with programs and organizations either internal or external to CDC.

Applicants must file letters of support, as appropriate, name the file “Letters of Support”, and upload it as a PDF file at [www.grants.gov](http://www.grants.gov).

The required letters of support are described in the “Collaborations” section below. If applicants are submitting additional optional materials (e.g., MOUs, MOAs) that demonstrate collaborations in support of the proposed activities, the file should be named “Other Documentation of Collaborations”, and upload it as a PDF file at [www.grants.gov](http://www.grants.gov).

## 2. Target Populations

Applicants must describe the specific target population(s) in their jurisdiction and explain how such a target will achieve the goals of the award and/or alleviate health disparities. Refer back to the CDC Project Description section – Approach: Target Population.

## c. Applicant Evaluation and Performance Measurement Plan

Applicants must provide an overall evaluation and performance measurement plan that is consistent with the CDC Evaluation and Performance Measurement Strategy section of the CDC Project Description of this FOA. Data collected must be used for ongoing monitoring of the award to evaluate its effectiveness, and for continuous program improvement.

The plan must:

- Affirm the ability to collect the performance measures and respond to the evaluation questions specified in the CDC strategy. (For guidance regarding the Paperwork Reduction Act, please visit <http://www.hhs.gov/ocio/policy/collection/infocollectfaq.html>)
- Describe how key program partners will participate in the evaluation and performance measurement planning processes.
- Describe how evaluation findings will be used for continuous program quality improvement.

Where the applicant chooses to, or is expected to, take on specific evaluation studies:

- Describe the type of evaluation(s) (i.e., process, outcome, or both) to be conducted.
- Describe key evaluation questions to be addressed by these evaluations.
- Describe other information relevant to the evaluation (e.g., measures, data sources)

Timely collection and sharing of aggregate morbidity and mortality data with CDC is important to quality evaluation. Applicants should expect to share with CDC yearly counts of drug overdose morbidity and/or mortality data aggregated at the state level within a year of injury or death. Provision of evidence of such a data sharing capacity is strongly encouraged.

Awardees will be required to submit a more detailed evaluation and performance measurement plan within the first 6 months of the project, as outlined in the reporting section of the FOA.

## d. Organizational Capacity of Applicants to Implement the Approach

Applicant must address the organizational capacity requirements as described in the CDC Project Description.

Please include appropriate CVs, resumes, and organizational charts that will demonstrate organizational capacity. Name this file “CVs/Resumes” or “Organizational Charts” and upload it at [www.grants.gov](http://www.grants.gov).

## 11. Work Plan

(Included in the Project Narrative’s 20 page limit)

Applicants must prepare a work plan consistent with the CDC Project Description Work Plan section. The work plan integrates and delineates more specifically how the awardee plans to carry out achieving the project period outcomes, strategies and activities, evaluation and performance measurement.

Applicants must name this file “Work Plan” and upload it as a PDF file at [www.grants.gov](http://www.grants.gov).

## 12. Budget Narrative

Applicants must submit an itemized budget narrative, which may be scored as part of the Organizational Capacity of Awardees to Execute the Approach. When developing the budget narrative, applicants must consider whether the proposed budget is reasonable and consistent with the purpose, outcomes, and program strategy outlined in the project narrative. The budget must include:

- Salaries and wages
- Fringe benefits
- Consultant costs
- Equipment
- Supplies
- Travel

- Other categories
- Contractual costs
- Total Direct costs
- Total Indirect costs

Indirect costs will not be reimbursed under grants to foreign organizations, international organizations, and foreign components of grants to domestic organizations (does not affect indirect cost reimbursement to the domestic entity for domestic activities). The CDC will not reimburse indirect costs unless the recipient has an indirect cost rate covering the applicable activities and period.

For guidance on completing a detailed budget, see Budget Preparation Guidelines at <http://www.cdc.gov/grants/interestedinapplying/applicationresources.html>.

If applicable and consistent with the cited statutory authority for this announcement, applicant entities may use funds for activities as they relate to the intent of this FOA to meet national standards or seek health department accreditation through the Public Health Accreditation Board (see: <http://www.phaboard.org>). Applicant entities to whom this provision applies include state, local, territorial governments (including the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau), or their bona fide agents, political subdivisions of states (in consultation with states), federally recognized or state-recognized American Indian or Alaska Native tribal governments, and American Indian or Alaska Native tribally designated organizations. Activities include those that enable a public health organization to deliver public health services such as activities that ensure a capable and qualified workforce, up-to-date information systems, and the capability to assess and respond to public health needs. Use of these funds must focus on achieving a minimum of one national standard that supports the intent of the FOA. Proposed activities must be included in the budget narrative and must indicate which standards will be addressed.

Applicants must name this file “Budget Narrative” and upload it as a PDF file at [www.grants.gov](http://www.grants.gov). If requesting indirect costs in the budget, a copy of the indirect cost-rate agreement is required. If the indirect costs are requested, include a copy of the current negotiated federal indirect cost rate agreement or a cost allocation plan approval letter for those Grantees under such a plan. Applicants must name this file “Indirect Cost Rate” and upload it at [www.grants.gov](http://www.grants.gov).

Applicants submitting activities under Priority Strategy #4 (developing and implementing a Rapid Response Project) cannot use more than 10% of their award to advance that project. Year 1 of activities under Priority Strategy #4 will be dedicated to developing a plan for identifying, selecting, and implementing the Rapid Response Project(s). Years 2-4 of the project period will be dedicated to the implementation of the Rapid Response Project.

Applicant’s budget must include travel for two to four staff to a two-day kickoff meeting at CDC’s National Center for Injury Prevention and Control in Atlanta, GA at the beginning of the first-year of the project. All awardees will attend this meeting. For the second, third, and fourth years of the project period, the budget should include annual reverse site visits for two program staff to visit Atlanta and meet with CDC staff.

### 13. Tobacco and Nutrition Policies

Awardees are encouraged to implement tobacco and nutrition policies.

Unless otherwise explicitly permitted under the terms of a specific CDC award, no funds associated with this FOA may be used to implement the optional policies, and no applicants will be evaluated or scored on whether they choose to implement these optional policies.

CDC supports implementing evidence-based programs and policies to reduce tobacco use and secondhand smoke exposure, and to promote healthy nutrition. CDC encourages all awardees to implement the following optional recommended evidence-based tobacco and nutrition policies within their own organizations. The tobacco policies build upon the current federal commitment to reduce exposure to secondhand smoke, specifically The Pro-Children Act, 20 U.S.C. 7181-7184, that prohibits smoking in certain facilities that receive federal funds in which education, library, day care, health care, or early childhood development services are provided to children.

#### Tobacco Policies:

1. Tobacco-free indoors: Use of any tobacco products (including smokeless tobacco) or electronic cigarettes is not allowed in any indoor facilities under the control of the awardee.
2. Tobacco-free indoors and in adjacent outdoor areas: Use of any tobacco products or electronic cigarettes is not allowed in any indoor facilities, within 50 feet of doorways and air intake ducts, and in courtyards under the control of the awardee.
3. Tobacco-free campus: Use of any tobacco products or electronic cigarettes is not allowed in any indoor facilities or anywhere on grounds or in outdoor space under the control of the awardee.

#### Nutrition Policies:

1. Healthy food-service guidelines must, at a minimum, align with HHS and General Services Administration Health and Sustainability Guidelines for Federal Concessions and Vending Operations. These guidelines apply to cafeterias, snack bars, and vending machines in any facility under the control of the awardee and in accordance with contractual obligations for these services (see: [http://www.gsa.gov/graphics/pbs/Guidelines\\_for\\_Federal\\_Concessions\\_and\\_Vending\\_Operations.pdf](http://www.gsa.gov/graphics/pbs/Guidelines_for_Federal_Concessions_and_Vending_Operations.pdf)).
2. Resources that provide guidance for healthy eating and tobacco-free workplaces are:

<http://www.cdc.gov/nccdphp/dnpao/hwi/toolkits/tobacco/index.htm>

<http://www.thecommunityguide.org/tobacco/index.html>

<http://www.cdc.gov/obesity/strategies/food-serv-guide.html>

#### 14. Health Insurance Marketplaces

A healthier country is one in which Americans are able to access the care they need to prevent the onset of disease and manage disease when it is present. The Affordable Care Act, the health care law of 2010, creates new Health Insurance Marketplaces, also known as Exchanges, to offer millions of Americans affordable health insurance coverage. In addition, the law helps make prevention affordable and accessible for Americans by requiring health plans to cover certain recommended preventive services without cost sharing. Outreach efforts will help families and communities understand these new options and provide eligible individuals the assistance they need to secure and retain coverage as smoothly as possible. For more information on the Marketplaces and the health care law, visit: [www.HealthCare.gov](http://www.HealthCare.gov).

#### 15. Intergovernmental Review

The application is subject to Intergovernmental Review of Federal Programs, as governed by Executive Order 12372, which established a system for state and local intergovernmental review of proposed federal assistance applications. Applicants should inform their state single point of contact (SPOC) as early as possible that they are applying prospectively for federal assistance and request instructions on the state's process. The current SPOC list is available at: [http://www.whitehouse.gov/omb/grants\\_spoc/](http://www.whitehouse.gov/omb/grants_spoc/).

#### 16. Pilot Program for Enhancement of Employee Whistleblower Protections

Pilot Program for Enhancement of Employee Whistleblower Protections: All applicants will be subject to a term and condition that applies the terms of 48 CFR section 3.908 to the award and requires that grantees inform their employees in writing (in the predominant native language of the workforce) of employee whistleblower rights and protections under 41 U.S.C. 4712.

#### 17. Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care.
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs is not allowed.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [http://www.cdc.gov/grants/additional\\_requirements/index.htm#ar12](http://www.cdc.gov/grants/additional_requirements/index.htm#ar12) for detailed guidance on this prohibition and <http://intranet.cdc.gov/od/adp/docs/ImplementationofAnti-LobbyingProvisions-June2012.pdf>.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

#### 18. Other Submission Requirements

**a. Electronic Submission:** Applications must be submitted electronically at [www.grants.gov](http://www.grants.gov). The application package can be downloaded at [www.grants.gov](http://www.grants.gov). Applicants can complete the application package off-line and submit the application by uploading it at [www.grants.gov](http://www.grants.gov). All application attachments must be submitted using a PDF file format. Directions for creating PDF files can be found at [www.grants.gov](http://www.grants.gov). File formats other than PDF may not be readable by PGO Technical Information Management Section (TIMS) staff.

Applications must be submitted electronically by using the forms and instructions posted for this funding opportunity at [www.grants.gov](http://www.grants.gov).

If Internet access is not available or if the forms cannot be accessed online, applicants may contact the PGO TIMS staff at 770-488-2700 or by e-mail at [pgotim@cdc.gov](mailto:pgotim@cdc.gov), Monday through Friday, 7:30 a.m.–4:30 p.m., except federal holidays. Electronic applications will be considered successful if they are available to PGO TIMS staff for processing from [www.grants.gov](http://www.grants.gov) on the deadline date.

**b. Tracking Number:** Applications submitted through [www.grants.gov](http://www.grants.gov) are time/date stamped electronically and assigned a tracking number. The applicant's Authorized Organization Representative (AOR) will be sent an e-mail notice of receipt when [www.grants.gov](http://www.grants.gov) receives the application. The tracking number documents that the application has been submitted and initiates the required electronic validation process before the application is made available to CDC.

**c. Validation Process:** Application submission is not concluded until the validation process is completed successfully. After the application package is submitted, the applicant will receive a "submission receipt" e-mail generated by [www.grants.gov](http://www.grants.gov). A second e-mail message to applicants will then be generated by [www.grants.gov](http://www.grants.gov) that will either validate or reject the submitted application package. This validation process may take as long as two business days. Applicants are strongly encouraged to check the status of their application to ensure that submission of their package has been completed and no submission errors have occurred. Applicants also are strongly encouraged to allocate ample time for filing to guarantee that their application can be submitted and validated by the deadline published in the FOA. Non-validated applications will not be accepted after the published application deadline date.

If you do not receive a "validation" e-mail within two business days of application submission, please contact [www.grants.gov](http://www.grants.gov). For instructions on how to track your application, refer to the e-mail message generated at the time of application submission or the [Applicant User Guide](#), Version 1.1, page 102.

<http://www.grants.gov/documents/19/18243/GrantsgovApplicantUserGuide.pdf/ce754626-c2aa-44bc-b701-30a75bf428c8>

**d. Technical Difficulties:** If technical difficulties are encountered at [www.grants.gov](http://www.grants.gov), applicants should contact Customer Service at [www.grants.gov](http://www.grants.gov). The [www.grants.gov](http://www.grants.gov) Contact Center is available 24 hours a day, 7 days a week, except federal holidays. The Contact Center

is available by phone at 1-800-518-4726 or by e-mail at [support@www.grants.gov](mailto:support@www.grants.gov). Application submissions sent by e-mail or fax, or on CDs or thumb drives will not be accepted. Please note that [www.grants.gov](http://www.grants.gov) is managed by HHS.

**e. Paper Submission:** If technical difficulties are encountered at [www.grants.gov](http://www.grants.gov), applicants should call the [www.grants.gov](http://www.grants.gov) Contact Center at 1-800-518-4726 or e-mail them at [support@www.grants.gov](mailto:support@www.grants.gov) for assistance. After consulting with the Contact Center, if the technical difficulties remain unresolved and electronic submission is not possible, applicants may e-mail or call CDC GMO/GMS, before the deadline, and request permission to submit a paper application. Such requests are handled on a case-by-case basis.

An applicant's request for permission to submit a paper application must:

1. Include the [www.grants.gov](http://www.grants.gov) case number assigned to the inquiry
2. Describe the difficulties that prevent electronic submission and the efforts taken with the [www.grants.gov](http://www.grants.gov) Contact Center to submit electronically; and
3. Be postmarked at least three calendar days before the application deadline. Paper applications submitted without prior approval will not be considered. If a paper application is authorized, PGO will advise the applicant of specific instructions for submitting the application (e.g., original and two hard copies of the application by U.S. mail or express delivery service).

## E. Review and Selection Process

### 1. Review and Selection Process: Applications will be reviewed in three phases.

#### a. Phase I Review

All applications will be reviewed initially for completeness by CDC PGO staff and will be reviewed jointly for eligibility by the CDC NCIPC and PGO. Incomplete applications and applications that do not meet the eligibility criteria will not advance to Phase II review. Applicants will be notified that their applications did not meet eligibility or published submission requirements.

#### b. Phase II Review

A review panel will evaluate complete, eligible applications in accordance with the criteria below.

- i. Approach
- ii. Evaluation and Performance Measurement
- iii. Applicant's Organizational Capacity to Implement the Approach

#### Approach

Maximum Points: 35

1. Purpose, Outcomes, Strategies and Activities, and Target Populations (10 points):
  - Background: Applicants must provide a description of relevant background information that includes the context of the problem, particularly in the applicant's state.
  - Purpose: Applicants must describe in 2-3 sentences specifically how their application will address the problem as described in the Background section of this FOA.
  - Outcomes: Applicants must clearly identify the outcomes they expect to achieve by the end of the project period. Outcomes are the results that the program intends to achieve. All outcomes must indicate the intended direction of change (e.g., increase, decrease, maintain).
  - Strategies and Activities: Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the project period outcomes.
  - Target Populations: Applicants must describe how the interventions to be improved or evaluated target high-risk groups of clinicians and patients to achieve the greatest health impact, as described in the "Target Populations" section of this FOA
2. Work Plan (15 points): Applicants will be scored on their preparation of a work plan consistent with this FOA's "Work Plan" section. It must include a detailed first-year work plan and a high-level plan for subsequent years. This is the applicant's opportunity to clearly show what it will do with the funding. After reading the work plan, reviewers should be able to understand how the applicant plans to carry out achieving the project period outcomes, strategies, and activities.
3. Collaborations (10 points): Applicants will be scored on the extent to which they demonstrate strong, multi-sector collaborations to support their work, including:
  - Inclusion of the Letters of Support (LOS) required under the "Collaboration" section of this FOA. Applicants should carefully read that section to ensure they have all required LOS. Failure to include a required letter of support will be deemed non-responsive.
  - Inclusion of any other recommended MOAs/MOUs/LOSs that demonstrate strategic partnerships and collaborations with organizations that have a role in achieving the FOA outcomes and proposed activities.
  - Demonstration of collaborations with other CDC programs, including Core VIPP states, Core VIPP regional networks, and Injury Control Research Centers, as applicable. Applicants should also demonstrate a commitment to collaborate with the CDC evaluation team on evaluation questions, methods, data sharing, and data analysis.

#### Evaluation and Performance Management

Maximum Points: 25

Applicants will be scored on the extent to which their evaluation and performance measurement plan addresses:

1. Inclusion of clearly proposed measures of effectiveness (10 points): Measures should be consistent with the components and objectives in the work plan and are designed to measure the intended performance outcomes and relate to the FOA’s performance goals.
2. Timely collection and sharing of aggregate morbidity and mortality data with CDC (5 points). Specifically, the 5 points under this criterion will be scored based on the applicant’s inclusion of the following elements:
  - Applicant can share with CDC required yearly rates and counts of drug overdose morbidity (e.g., emergency department visits related to drug overdoses) or mortality indicator data (e.g., drug overdose deaths) listed in the CDC Evaluation and Performance Measurement Strategy aggregated at the state level within a year of the calendar year in which the injury occurred (e.g., report the number and rate of drug overdose emergency department visits in 2015 by 12/31/2016) or death occurred (e.g., report the number and rate of drug overdose deaths in 2015 by 12/31/2016) (3 points).
  - Applicant can share with CDC either morbidity (e.g., emergency department visits related to drug overdoses) or mortality data (e.g., drug overdose deaths) aggregated at the state level at least every six months (e.g., share information on the rate and count of drug overdose deaths occurring between 1/1/2016 to 6/30/2016 by 12/31/2016 and share information on drug overdose deaths occurring between 7/1/2016 and 12/31/2016 by 6/30/2017) (2 points)
3. Development of a state- or jurisdiction-specific evaluation plan (8 points). Applicants will be scored on their inclusion of a clearly proposed evaluation plan that is consistent with the work plan and the CDC evaluation performance strategy, and that is feasible and likely to demonstrate grantee performance outcomes, including successes and needed improvements.
4. Participation as requested by CDC in a cross-site national evaluation (2 points). Applicants will be scored on their documented ability and willingness to participate in a cross-site national evaluation.

**Applicants Organizational Capacity to Implement the Approach**

**Maximum Points: 40**

Applicants will be scored according to the following elements:

1. Prior knowledge and experience working with the strategies selected (10 points).
2. Proven ability to collect data at a population level and use data to demonstrate impact (10 points).
3. Experience with planning, implementing, and evaluating programs state-level and/or statewide (10 points). Applicants should have existing staff with expertise in evaluation, policy and program implementation, surveillance, program and performance management, management of travel and program requirements, and the full capability to manage the required award. Applicants should identify a qualified evaluator who will conduct evaluation activities within the state and collaborate with the CDC evaluation team or provide plans to fill that position within six months of the award.
4. Burden (10 points): Applicants will be scored according to age-adjusted drug overdose death rate in their state. CDC will calculate the points assigned to applicants under this section using 2013 National Vital Statistics System drug overdose mortality by state - applicants do not need to provide any documentation or materials in support of this criterion. Applicants among the states with the 10 highest age-adjusted drug overdose death rates will receive 10 points. Applicants among the states with the 11th—19th highest age-adjusted drug overdose death rates will receive points according to the following table:

Ranking, age-adjusted drug overdose death rate	Points under this criterion
11th	9
12th	8
13th	7
14th	6
15th	5
16th	4
17th	3
18th	2
19th	1
20th and lower	0

5. Budget and Budget Narrative (reviewed, but not scored): Presentation of a reasonable budget that is consistent with the stated objectives and planned program activities.

Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

Not more than thirty days after the Phase II review is completed, applicants will be notified electronically if their application does not meet eligibility or published submission requirements.

**c. Phase III Review**

Applications will be funded in order by score and rank determined by the review panel.

**2. Announcement and Anticipated Award Dates**

Successful applicants will anticipate notice of funding by August 15, 2015 with a start date of September 15, 2015.

## F. Award Administration Information

### 1. Award Notices

*Awardees will receive an electronic copy of the Notice of Award (NOA) from CDC PGO. The NOA shall be the only binding, authorizing document between the awardee and CDC.* The NOA will be signed by an authorized GMO and emailed to the Awardee Business Officer listed in application and the Program Director.

Any applicant awarded funds in response to this FOA will be subject to the DUNS, SAM Registration, and Federal Funding Accountability And Transparency Act Of 2006 (FFATA) requirements.

Unsuccessful applicants will receive notification of these results by e-mail with delivery receipt or by U.S. mail.

### 2. Administrative and National Policy Requirements

Awardees must comply with the administrative and public policy requirements outlined in 45 C.F.R. Part 74 or Part 92 and the HHS Grants Policy Statement, as appropriate.

Brief descriptions of relevant provisions are available at <http://www.cdc.gov/grants/additionalrequirements/index.html>

The HHS Grants Policy Statement is available at <http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf>.

\*Note that 2 CFR 200 will supersede the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

This FOA is for a cooperative agreement. Under the cooperative agreement mechanism, the Centers for Disease Control and Prevention's (CDC) purpose is to support the awardee's activities. Applicants are advised that any activities involving information collection (i.e., surveys, questionnaires, etc.) from 10 or more individuals funded by a cooperative agreement will be subject to PRA determination and may or may not be subject to approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA). PRA applicability will depend on level of CDC involvement with the development, collection and management of information/data.

For more information on the C.F.R. visit <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

### 3. Reporting

Reporting provides continuous program monitoring and identifies successes and challenges that awardees encounter throughout the project period. Also, reporting is a requirement for awardees who want to apply for yearly continuation of funding. Reporting helps CDC and awardees because it:

- Helps target support to awardees;
- Provides CDC with periodic data to monitor awardee progress toward meeting the FOA outcomes and overall performance;
- Allows CDC to track performance measures and evaluation findings for continuous quality and program improvement throughout the project period and to determine applicability of evidence-based approaches to different populations, settings, and contexts; and
- Enables CDC to assess the overall effectiveness and influence of the FOA.

The table below summarizes required and optional reports. All required reports must be sent electronically to GMS listed in the "Agency Contacts" section of the FOA copying the CDC Project Officer.

Report	When?	Required?
Awardee Evaluation and Performance Measurement Plan	6 months into award	Yes
Annual Performance Report (APR)	120 days before end of budget period. Serves as yearly continuation application.	Yes
Data on Performance Measures	CDC program determines. Only if program wants more frequent performance measure reporting than annually in APR.	No
Federal Financial Reporting Forms	90 days after end of calendar quarter in which budget period ends	Yes
Final Performance and Financial Report	90 days after end of project period.	Yes

CDC will require awardees to update and report their performance and evaluation measures 60 days at the end of each funding year.

Awardees are expected to use CDC provided annual performance report templates for reporting progress and evaluation results.

**a. Awardee Evaluation and Performance Measurement Plan (required)**

With support from CDC, awardees must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; awardees must submit the plan 6 months into the award.

This plan should provide additional detail on the following:

- The frequency that evaluation and performance data are to be collected.
- How data will be reported.
- How evaluation findings will be used for continuous quality and program improvement.
- How evaluation and performance measurement will yield findings to demonstrate the value of the FOA (e.g., improved public health outcomes, effectiveness of FOA, cost-effectiveness or cost benefit).
- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

**b. Annual Performance Report (APR) (required)**

The awardee must submit the APR via [www.grants.gov](http://www.grants.gov) 120 days before the end of the budget period. This report must not exceed 45 pages excluding administrative reporting. Attachments are not allowed, but weblinks are allowed.

This report must include the following:

- **Performance Measures:** Awardees must report on performance measures for each budget period and update measures, if needed.
- **Evaluation Results:** Awardees must report evaluation results for the work completed to date (including findings from process or outcome evaluations).
- **Work Plan:** Awardees must update work plan each budget period to reflect any changes in project period outcomes, activities, timeline, etc.
- **Successes**
  - Awardees must report progress on completing activities and progress towards achieving the project period outcomes described in the logic model and work plan.
  - Awardees must describe any additional successes (e.g. identified through evaluation results or lessons learned) achieved in the past year.
  - Awardees must describe success stories.
- **Challenges**
  - Awardees must describe any challenges that hindered or might hinder their ability to complete the work plan activities and achieve the project period outcomes.
  - Awardees must describe any additional challenges (e.g., identified through evaluation results or lessons learned) encountered in the past year.
- **CDC Program Support to Awardees**
  - Awardees must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving project period outcomes.
- **Administrative Reporting** (No page limit)
  - SF-424A Budget Information-Non-Construction Programs.
  - Budget Narrative – Must use the format outlined in "Content and Form of Application Submission, Budget Narrative" section.
  - Indirect Cost Rate Agreement.

For year 2 and beyond of the award awardees may request that as much as 75% of their estimated unobligated funds be carried over into the next budget period.

The awardee must submit the Annual Performance Report via [www.grants.gov](http://www.grants.gov) 120 days before the end of the budget period.

**c. Performance Measure Reporting (optional)**

CDC programs may require more frequent reporting of performance measures than annually in the APR. If this is the case, CDC programs must specify reporting frequency, data fields, and format for awardees at the beginning of the award period.

CDC will require awardees to update and report their performance and evaluation measures 60 days after the end of each funding year.

Awardees are expected to use CDC provided annual performance report templates for reporting progress and evaluation results.

**d. Federal Financial Reporting (FFR) (required)**

The annual FFR form (SF-425) is required and must be submitted through eRA Commons 90 days after the end of the calendar quarter in which the budget period ends. The report must include only those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds, and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. Failure to submit the required information by the due date may adversely affect the future funding of the project. If the information cannot be provided by the due date, awardees are required to submit a letter of explanation to PGO and include the date by which the Grants Officer will receive information.

#### **e. Final Performance and Financial Report (required)**

This report is due 90 days after the end of the project period. CDC programs must indicate that this report should not exceed 40 pages. This report covers the entire project period and can include information previously reported in APRs. At a minimum, this report must include the following:

- Performance Measures – Awardees must report final performance data for all process and outcome performance measures.
- Evaluation Results – Awardees must report final evaluation results for the project period for any evaluations conducted.
- Impact/Results/Success Stories – Awardees must use their performance measure results and their evaluation findings to describe the effects or results of the work completed over the project period, and can include some success stories.
- Additional forms as described in the Notice of Award (e.g., Equipment Inventory Report, Final Invention Statement).

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#### **4. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

The FFATA and Public Law 109-282, which amends the FFATA, require full disclosure of all entities and organizations that receive federal funds including awards, contracts, loans, other assistance, and payments. This information must be submitted through the single, publicly accessible website, [www.USASpending.gov](http://www.USASpending.gov).

Compliance with these mandates is primarily the responsibility of the federal agency. However, two elements of these mandates require information to be collected and reported by applicants: 1) information on executive compensation when not already reported through SAM; and 2) similar information on all sub-awards, subcontracts, or consortiums for greater than \$25,000. For the full text of these requirements, see: <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=BILLS>.

#### **G. Agency Contacts**

CDC encourages inquiries concerning this FOA.

##### **Program Office Contact**

**For programmatic technical assistance, contact:**

Eric Gross, Project Officer  
Department of Health and Human Services  
Centers for Disease Control and Prevention  
4770 Buford Hwy NE  
MS F-62  
Atlanta, GA 30341  
Telephone: 770.488.4398  
Email: [euw9@cdc.gov](mailto:euw9@cdc.gov)

##### **Grants Staff Contact**

**For financial, awards management, or budget assistance, contact:**

Shicann Phillips, Grants Management Specialist  
Department of Health and Human Services  
CDC Procurement and Grants Office  
2920 Brandywine Road  
MS E-01  
Atlanta, GA 30341  
Telephone: 770.488.2809  
Email: [ibq7@cdc.gov](mailto:ibq7@cdc.gov)

For assistance with **submission difficulties related to** [www.grants.gov](http://www.grants.gov), contact the Contact Center by phone at 1-800-518-4726.

Hours of Operation: 24 hours a day, 7 days a week, except on federal holidays.

For all other **submission** questions, contact:

Technical Information Management Section  
Department of Health and Human Services  
CDC Procurement and Grants Office  
2920 Brandywine Road, MS E-14  
Atlanta, GA 30341  
Telephone: 770-488-2700  
E-mail: [pgotim@cdc.gov](mailto:pgotim@cdc.gov)

CDC Telecommunications for persons with hearing loss is available at: TTY 1-888-232-6348.

#### **H. Other Information**

Following is a list of acceptable attachments **applicants** can upload as PDF files as part of their application at [www.grants.gov](http://www.grants.gov). Applicants may not attach documents other than those listed; if other documents are attached, applications will not be reviewed.

- Project Abstract
- Project Narrative
- Budget Narrative
- CDC Assurances and Certifications
- Table of Contents for Entire Submission

Optional attachments, as determined by CDC programs

- Resumes/CVs
- Position descriptions
- Letters of Support
- Organizational Charts
- Non-profit organization IRS status forms, if applicable
- Indirect Cost Rate , if applicable
- Memorandum of Agreement (MOA)
- Memorandum of Understanding (MOU)
- Bona Fide Agent status documentation, if applicable

CDC Injury Center: <http://www.cdc.gov/Injury/>

CDC Injury Center/PDO: <http://www.cdc.gov/homeandrecreationalafety/overdose/index.html>

Amendment 1:

Questions and answers from potential applicants during the Pre-Application Informational Conference Call held on March 11, 2015.

Q: Regarding the required letter of support from the state substance abuse authority, if the responsibilities for state substance abuse services are shared by two different agencies, should the state obtain a letter of support from both agencies?

A: If one agency is not designated as the “authority”, then the applicant should obtain letters of support from both agencies.

Q: If the PDMP authority is housed under the state law enforcement authority will just one letter of support be needed?

A: Yes, the one letter of support will count as both the required PDMP and law enforcement letters of support.

FOA Reference: Page 28

Q: The Project Narrative section gives conflicting information regarding the page limit. It states a maximum page limit of 20 including the work plan. It also states a maximum page limit of 25 for a multi-component FOA. What is the page limit for this FOA?

A: This is not a multi-component FOA and the maximum page limit, including the work plan, is 20. The FOA includes standard language that cannot be revised or removed.

FOA Reference: Page 30

Q: The Evaluation and Performance Measurement Plan is listed in c. under items to be included in the Project Narrative on page 31, however, in the Applicant Evaluation and Performance Management Plan on page 25 it states that the plan should be no more than 25 pages. Is this separate from the Project Narrative page limit?

A: Yes, the Evaluation and Performance Measurement Plan is a separate document and not included in the Project Narrative page limit. It should be uploaded to grants.gov as an attachment.

Q: In the Reporting section under Awardee Evaluation and Performance Measurement Plan it states that the plan must be no more than 20 pages in conflict with the 25 page limit stated on page 25.

A: That is an error. The plan should be no more than 25 pages.

Q: The Evaluation and Performance Measurement plan is not listed as one of the acceptable attachments on page 39 but is required to be submitted with the application.

A: That is an error. The plan should be uploaded to grants.gov as an attachment.

Q: The Dissemination section of the Applicant Evaluation and Performance Measurement Plan on page 25 states that awardees will be required to submit a more detailed Evaluation and Performance Measurement Plan within the first six months. Will this be the same plan that is submitted with the application?

A: Yes, CDC will work with awardees to revise their plans.

Q: Can a community intervention strategy incorporate naloxone distribution (not for purchase)?

A: Yes, distribution can be a part of a community intervention activity. Note that the purchase of naloxone is outside the scope of this FOA and is not allowed.

Q: Regarding the calculation of burden on page 35 does the age-adjusted drug overdose death rate include all intents?

A: Yes

Q: Are there limitations on contracting personnel? Some states have limitations on hiring FTE’s and plan to contract through a university for some positions.

A: Although the FOA does not specify a limited percent of the budget that may be used for contracting personnel, the FOA includes the following funding restriction on page 33 stating that “The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.”

Q: When downloading the application from grants.gov it indicates that the application due date is April 28, 2015. The FOA states May 8, 2015. What is the correct date?

A: The application deadline is May 8, 2015.

Q: Is a “take back” program an allowable strategy for this funding?

A: No. As stated on page 11 of the FOA “Program funds cannot be used for purchasing naloxone, implementing or expanding drug “take back” programs, or directly funding or expanding substance abuse treatment programs. Such activities are outside the scope of this FOA.”

Q: Regarding the third strategy “evaluating existing policies designed to reduce prescription drug overdose morbidity and mortality” is it

acceptable to evaluate a “take back” policy.

A: Yes

Q: Will the budget be scored as part of the objective review process?

A: The budget will be reviewed but not be scored as stated on page 35 under Budget and Budget Narrative. Applicants should ignore the part of the first sentence under the Budget Narrative section on page 31 stating “...which may be scored...” as the FOA includes standard language that cannot be revised or removed.

Q: Are states required to have access to emergency department data?

A: No, states without emergency department data can substitute hospitalization or other morbidity data.

## I. Glossary

**Activities:** The actual events or actions that take place as a part of the program.

**Administrative and National Policy Requirements, Additional Requirements (ARs):** Administrative requirements found in 45 CFR Part 74 and Part 92 and other requirements mandated by statute or CDC policy. All ARs are listed in the Template for CDC programs. CDC programs must indicate which ARs are relevant to the FOA; awardees must comply with the ARs listed in the FOA. To view brief descriptions of relevant provisions, see <http://www.cdc.gov/grants/additionalrequirements/index.html>

. Note that 2 CFR 200 will supersede the administrative requirements (A-110 & A-102), cost principles (A-21, A-87 & A-122) and audit requirements (A-50, A-89 & A-133).

**Award:** Financial assistance that provides support or stimulation to accomplish a public purpose. Awards include grants and other agreements (e.g., cooperative agreements) in the form of money, or property in lieu of money, by the federal government to an eligible applicant.

**Budget Period or Budget Year:** The duration of each individual funding period within the project period. Traditionally, budget periods are 12 months or 1 year.

**Carryover:** Unobligated federal funds remaining at the end of any budget period that, with the approval of the GMO or under an automatic authority, may be carried over to another budget period to cover allowable costs of that budget period either as an offset or additional authorization. Obligated but liquidated funds are not considered carryover.

**Catalog of Federal Domestic Assistance (CFDA):** A government-wide compendium published by the General Services Administration (available on-line in searchable format as well as in printable format as a .pdf file) that describes domestic assistance programs administered by the Federal Government.

**CFDA Number:** A unique number assigned to each program and FOA throughout its lifecycle that enables data and funding tracking and transparency.

**CDC Assurances and Certifications:** Standard government-wide grant application forms.

**Competing Continuation Award:** A financial assistance mechanism that adds funds to a grant and adds one or more budget periods to the previously established project period (i.e., extends the “life” of the award).

**Continuous Quality Improvement:** A system that seeks to improve the provision of services with an emphasis on future results.

**Contracts:** An award instrument used to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the Federal Government.

**Cooperative Agreement:** A financial assistance award with the same kind of interagency relationship as a grant except that it provides for substantial involvement by the federal agency funding the award. Substantial involvement means that the recipient can expect federal programmatic collaboration or participation in carrying out the effort under the award.

**Cost Sharing or Matching:** Refers to program costs not borne by the Federal Government but by the awardees. It may include the value of allowable third-party, in-kind contributions, as well as expenditures by the awardee.

**Direct Assistance:** A financial assistance mechanism, which must be specifically authorized by statute, whereby goods or services are provided to recipients in lieu of cash. DA generally involves the assignment of federal personnel or the provision of equipment or supplies, such as vaccines. DA is primarily used to support payroll and travel expenses of CDC employees assigned to state, tribal, local, and territorial (STLT) health agencies that are recipients of grants and cooperative agreements. Most legislative authorities that provide financial assistance to STLT health agencies allow for the use of DA. <http://www.cdc.gov/grants/additionalrequirements/index.html>.

**DUNS:** The Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number is a nine-digit number assigned by Dun and Bradstreet Information Services. When applying for Federal awards or cooperative agreements, all applicant organizations must obtain a DUNS number as the Universal Identifier. DUNS number assignment is free. If requested by telephone, a DUNS number will be provided immediately at no charge. If requested via the Internet, obtaining a DUNS number may take one to two days at no charge. If an organization does not know its DUNS number or needs to register for one, visit Dun & Bradstreet at <http://fedgov.dnb.com/webform/displayHomePage.do>.

**Evaluation (program evaluation):** The systematic collection of information about the activities, characteristics, and outcomes of programs (which may include interventions, policies, and specific projects) to make judgments about that program, improve program effectiveness, and/or inform decisions about future program development.

**Evaluation Plan:** A written document describing the overall approach that will be used to guide an evaluation, including why the evaluation is being conducted, how the findings will likely be used, and the design and data collection sources and methods. The plan specifies what will be done, how it will be done, who will do it, and when it will be done. The FOA evaluation plan is used to describe how the awardee and/or CDC will determine whether activities are implemented appropriately and outcomes are achieved.

**Federal Funding Accountability and Transparency Act of 2006 (FFATA):** Requires that information about federal awards, including awards, contracts, loans, and other assistance and payments, be available to the public on a single website at [www.USAspending.gov](http://www.USAspending.gov).

**Fiscal Year:** The year for which budget dollars are allocated annually. The federal fiscal year starts October 1 and ends September 30.

**Grant:** A legal instrument used by the federal government to transfer anything of value to a recipient for public support or stimulation authorized by statute. Financial assistance may be money or property. The definition does not include a federal procurement subject to the Federal Acquisition Regulation; technical assistance (which provides services instead of money); or assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct payments of any kind to a person or persons. The main difference between a grant and a cooperative agreement is that in a grant there is no anticipated substantial programmatic involvement by the federal government under the award.

**Grants.gov:** A "storefront" web portal for electronic data collection (forms and reports) for federal grant-making agencies at [www.grants.gov](http://www.grants.gov).

**Grants Management Officer (GMO):** The individual designated to serve as the HHS official responsible for the business management aspects of a particular grant(s) or cooperative agreement(s). The GMO serves as the counterpart to the business officer of the recipient organization. In this capacity, the GMO is responsible for all business management matters associated with the review, negotiation, award, and administration of grants and interprets grants administration policies and provisions. The GMO works closely with the program or project officer who is responsible for the scientific, technical, and programmatic aspects of the grant.

**Grants Management Specialist (GMS):** A federal staff member who oversees the business and other non-programmatic aspects of one or more grants and/or cooperative agreements. These activities include, but are not limited to, evaluating grant applications for administrative content and compliance with regulations and guidelines, negotiating grants, providing consultation and technical assistance to recipients, post-award administration and closing out grants.

**Health Disparities:** Differences in health outcomes and their determinants among segments of the population as defined by social, demographic, environmental, or geographic category.

**Healthy People 2020:** National health objectives aimed at improving the health of all Americans by encouraging collaboration across sectors, guiding people toward making informed health decisions, and measuring the effects of prevention activities.

**Inclusion:** Both the meaningful involvement of a community's members in all stages of the program process and the maximum involvement of the target population that the intervention will benefit. Inclusion ensures that the views, perspectives, and needs of affected communities, care providers, and key partners are considered.

**Indirect Costs:** Costs that are incurred for common or joint objectives and not readily and specifically identifiable with a particular sponsored project, program, or activity; nevertheless, these costs are necessary to the operations of the organization. For example, the costs of operating and maintaining facilities, depreciation, and administrative salaries generally are considered indirect costs.

**Intergovernmental Review:** Executive Order 12372 governs applications subject to Intergovernmental Review of Federal Programs. This order sets up a system for state and local governmental review of proposed federal assistance applications. Contact the state single point of contact (SPOC) to alert the SPOC to prospective applications and to receive instructions on the State's process. Visit the following web address to get the current SPOC list: [http://www.whitehouse.gov/omb/grants\\_spoc/](http://www.whitehouse.gov/omb/grants_spoc/).

**Letter of Intent (LOI):** A preliminary, non-binding indication of an organization's intent to submit an application.

**Lobbying:** Direct lobbying includes any attempt to influence legislation, appropriations, regulations, administrative actions, executive orders (legislation or other orders), or other similar deliberations at any level of government through communication that directly expresses a view on proposed or pending legislation or other orders, and which is directed to staff members or other employees of a legislative body, government officials, or employees who participate in formulating legislation or other orders. Grass roots lobbying includes efforts directed at inducing or encouraging members of the public to contact their elected representatives at the federal, state, or local levels to urge support of, or opposition to, proposed or pending legislative proposals.

**Logic Model:** A visual representation showing the sequence of related events connecting the activities of a program with the programs' desired outcomes and results.

**Maintenance of Effort:** A requirement contained in authorizing legislation, or applicable regulations that a recipient must agree to contribute and maintain a specified level of financial effort from its own resources or other non-government sources to be eligible to receive federal grant funds. This requirement is typically given in terms of meeting a previous base-year dollar amount.

**Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA):** Document that describes a bilateral or multilateral agreement between parties expressing a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where the parties either do not imply a legal commitment or cannot create a legally enforceable agreement.

**Nonprofit Organization:** Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized for profit; and uses net proceeds to maintain, improve, or expand the operations of the organization. Nonprofit organizations include institutions of higher education, hospitals, and tribal organizations (that is, Indian entities other than federally recognized Indian tribal governments).

**Notice of Award (NoA):** The official document, signed (or the electronic equivalent of signature) by a Grants Management Officer that: (1) notifies the recipient of the award of a grant; (2) contains or references all the terms and conditions of the grant and Federal funding limits and obligations; and (3) provides the documentary basis for recording the obligation of Federal funds in the HHS accounting system.

**Objective Review:** A process that involves the thorough and consistent examination of applications based on an unbiased evaluation of scientific or technical merit or other relevant aspects of the proposal. The review is intended to provide advice to the persons responsible for making award decisions.

**Outcome:** The results of program operations or activities; the effects triggered by the program. For example, increased knowledge, changed attitudes or beliefs, reduced tobacco use, reduced morbidity and mortality.

**Performance Measurement:** The ongoing monitoring and reporting of program accomplishments, particularly progress toward pre-established goals, typically conducted by program or agency management. Performance measurement may address the type or level of program activities conducted (process), the direct products and services delivered by a program (outputs), or the results of those products and services (outcomes). A "program" may be any activity, project, function, or policy that has an identifiable purpose or set of objectives.

**Plain Writing Act of 2010:** Requires federal agencies to communicate with the public in plain language to make information more accessible and understandable by intended users, especially people with limited health literacy skills or limited English proficiency. The Plain Writing Act is available at [www.plainlanguage.gov](http://www.plainlanguage.gov).

**Program Strategies:** Strategies are groupings of related activities, usually expressed as general headers (e.g., Partnerships, Assessment, Policy) or as brief statements (e.g., Form partnerships, Conduct assessments, Formulate policies).

**Program Official:** Person responsible for developing the FOA; can be either a project officer, program manager, branch chief, division leader, policy official, center leader, or similar staff member.

**Project Period Outcome:** An outcome that will occur by the end of the FOA's funding period.

**Public Health Accreditation Board (PHAB):** A nonprofit organization that works to promote and protect the health of the public by advancing the quality and performance of public health departments in the U.S. through national public health department accreditation <http://www.phaboard.org>.

**Statute:** An act of the legislature; a particular law enacted and established by the will of the legislative department of government, expressed with the requisite formalities. In foreign or civil law any particular municipal law or usage, though resting for its authority on judicial decisions, or the practice of nations.

**Statutory Authority:** Authority provided by legal statute that establishes a federal financial assistance program or award.

**System for Award Management (SAM):** The primary vendor database for the U.S. federal government. SAM validates applicant information and electronically shares secure and encrypted data with federal agencies' finance offices to facilitate paperless payments through Electronic Funds Transfer (EFT). SAM stores organizational information, allowing [www.grants.gov](http://www.grants.gov) to verify identity and pre-fill organizational information on grant applications.

**Technical Assistance:** Advice, assistance, or training pertaining to program development, implementation, maintenance, or evaluation that is provided by the funding agency.

**Work Plan:** The summary of project period outcomes, strategies and activities, personnel and/or partners who will complete the activities, and the timeline for completion. The work plan will outline the details of all necessary activities that will be supported through the approved budget.

The background of the slide is a close-up photograph of a pair of hands in white lab coats, cupped together and holding a large quantity of various colored pills. The pills are in shades of yellow, orange, pink, blue, and white. The hands are positioned in the center of the frame, with the pills spilling out from between them.

# **The Arizona Prescription Drug Reduction Initiative**

**A Multi-Systemic Approach for Targeting Rx Drug  
Misuse and Abuse**

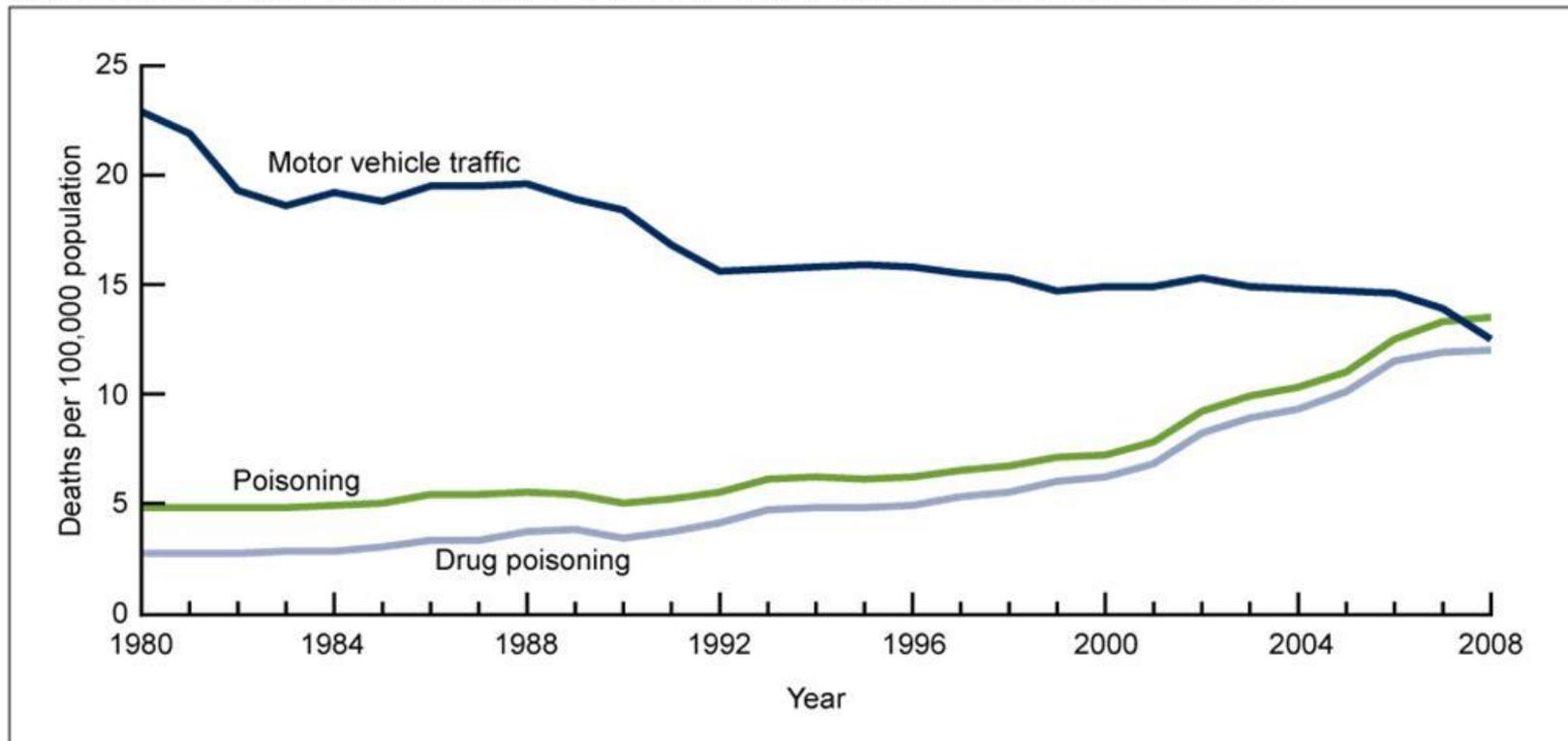
**Prepared by:**

**Shana Malone  
Arizona Criminal Justice Commission  
Statistical Analysis Center**

# The “Silent” Epidemic

- In November 2011, the CDC reported that deaths from Rx Pain Relievers have reached **epidemic proportions**
  - Rx Pain Reliever deaths are greater than heroin and cocaine combined
  - Rx Pain Reliever **deaths have surpassed motor vehicle deaths**
  - **~40 deaths per day** and ~15,000 per year (2008) – a **3 fold increase** since 1999
  - **Half a million ED visits** per year for misuse and abuse (2009)
- There was a **4 fold increase** in the quantity of Rx Pain Relievers sold in the U.S. in the last decade
  - Enough Rx Pain Relievers were prescribed in 2011 to medicate every Arizona adult around-the-clock for more than two weeks.

Figure 1. Motor vehicle traffic, poisoning, and drug poisoning death rates: United States, 1980–2008

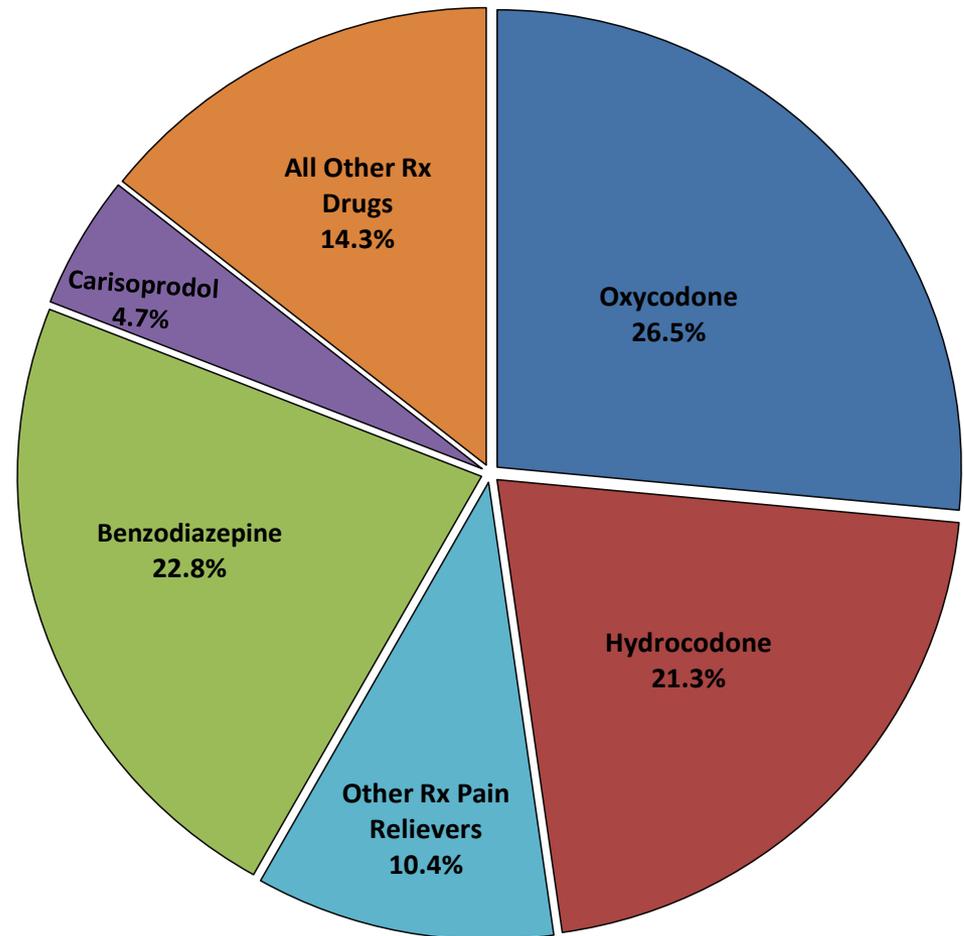


NOTE: In 1999, the *International Classification of Diseases, Tenth Revision (ICD-10)* replaced the previous revision of the ICD (ICD-9). This resulted in approximately 5% fewer deaths being classified as motor-vehicle traffic-related deaths and 2% more deaths being classified as poisoning-related deaths. Therefore, death rates for 1998 and earlier are not directly comparable with those computed after 1998. Access data table for Figure 1 at [http://www.cdc.gov/nchs/data/databriefs/db81\\_tables.pdf#1](http://www.cdc.gov/nchs/data/databriefs/db81_tables.pdf#1).

SOURCE: CDC/NCHS, National Vital Statistics System.

# What Is The Problem?

Percentage of Pills by Drug Type in Arizona  
(2011)



- ~ **524 million** Class II-IV **pills** were prescribed in Arizona in 2011

- **Pain Relievers** had the highest % of scripts, pills and average number of pills per day. Accounting for **58.2%** of all pills prescribed

- **Hydrocodone** and **Oxycodone** accounted for 82.1% of all pain relievers prescribed in Arizona

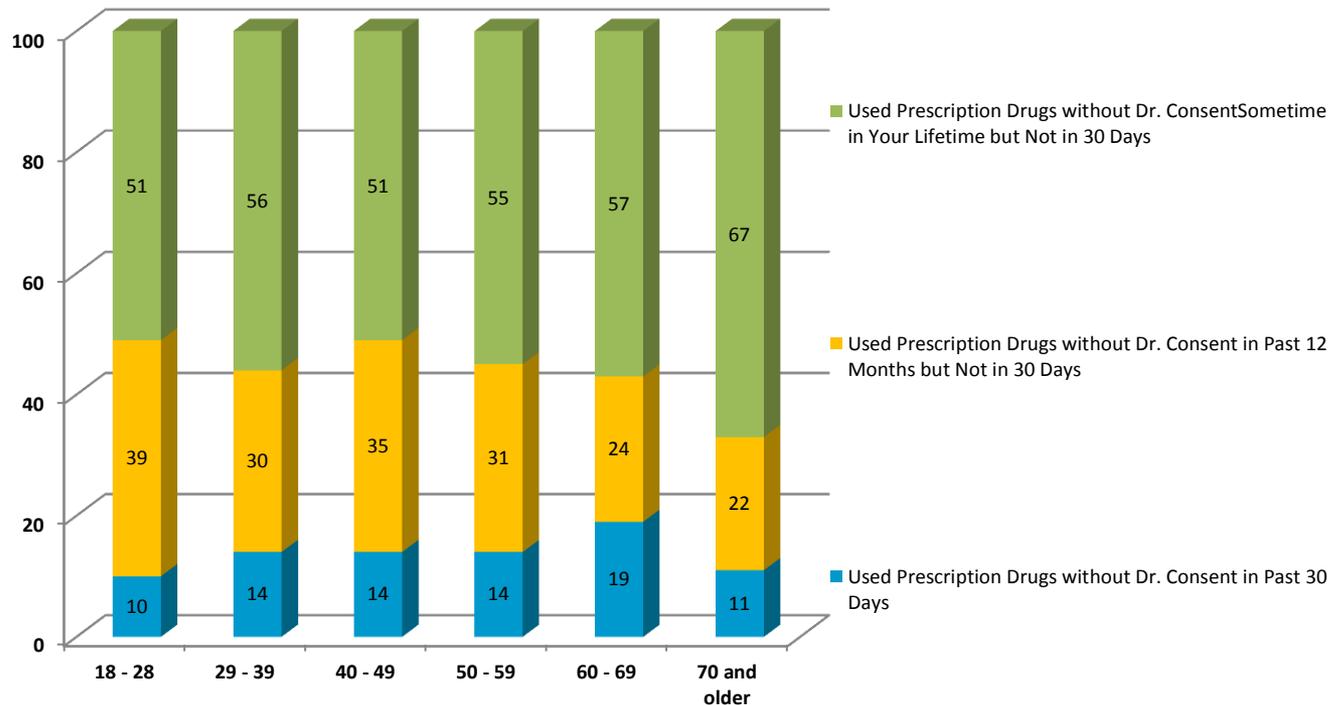
- Why it matters = probability and **access!**

# Who Is It Affecting?

## ARIZONA ADULTS

In 2010, ~50% of adults reported Rx drug misuse in the past 12 months and 13% reported misuse in the past 30 days

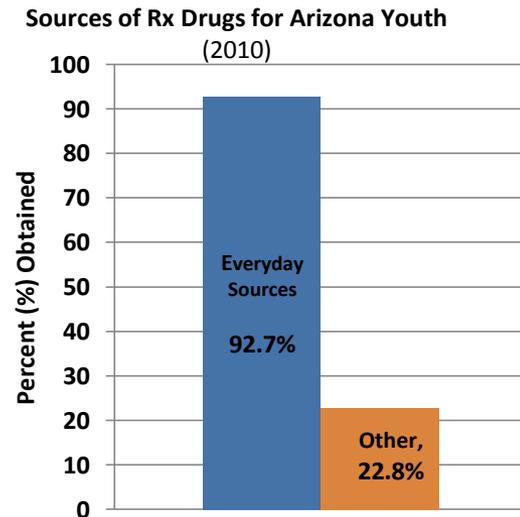
- 47% of Rx abusers reported misusing **Pain Relievers**, 32% Sedatives and 3.3% Stimulants



# Who Is It Affecting?

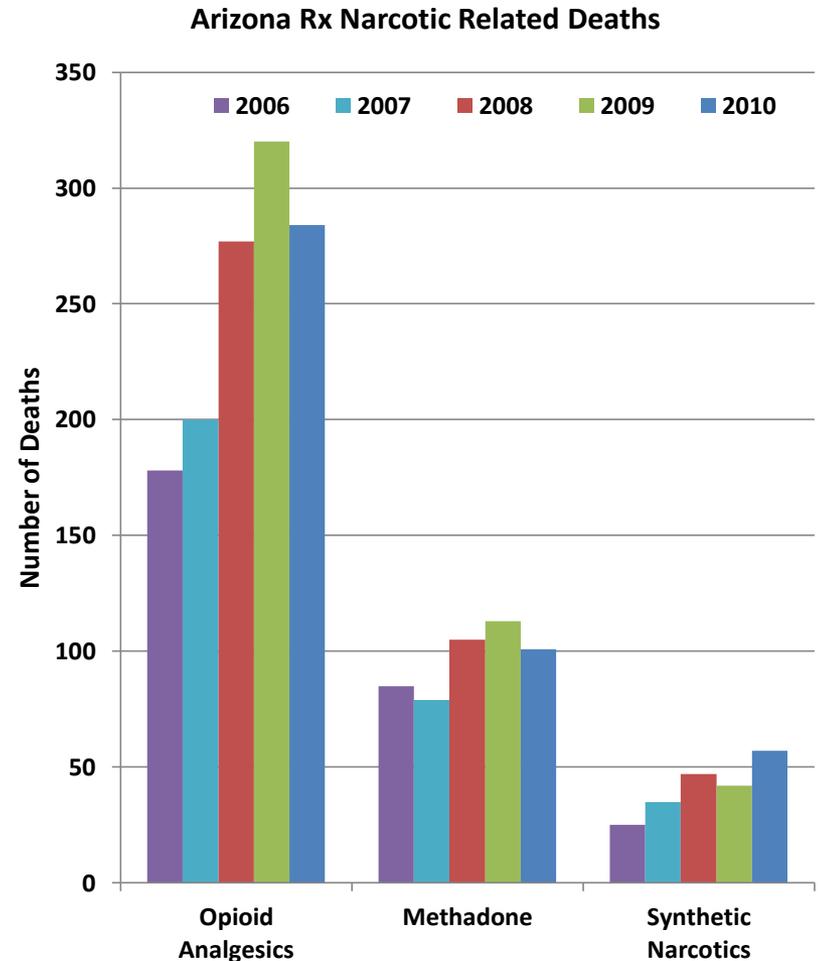
## ARIZONA YOUTH

- In 2012, **7.9% of AZ youth reported current Rx drug misuse** (the most commonly used substance after alcohol, tobacco and marijuana)
  - Though a moderate decrease occurred between 2010 and 2012, Arizona remains the 6<sup>th</sup> highest state in the country for Rx drug misuse among individuals 12+ years
  - While rates of Rx type use were comparable to national levels for Sedatives and Stimulants, Arizona youth in all grades reported higher rates of **Pain Reliever misuse**
  - The **majority** of youth (92.7%) reported **obtaining** them **from everyday sources** (e.g. friends and family/home)



# What Is It Costing Us?

- Mortality & Morbidity
  - Opioid-related cases in the **ED** have consistently **increased**
    - A 34.5% increase between 2008-2010
  - 490 **deaths** involved Rx narcotic drugs in AZ in 2010 (**A 53.5% increase** between '06-'10)
    - **Opioid Analgesics accounted for 64.3%**
    - 11% were youth & young adults ages of 15-24 years
  - Health insurance and AHCCCS costs
    - 52.5% of opioid-related AZ ED cases in 2010 were **paid for by AHCCCS/Medicaid**
    - CDC estimates Rx Pain Relievers cost health insurers up to **\$72.5 billion annually**
- Increase in Crime



# What Is Amplifying The Problem?

i.e., What Can We Change?

- Social acceptance and the **perception** of “safety” by parents, youth, health consumers and some medical professionals
  - Lack of proper disposal and storage
  - Lack of understanding about risks
  - Lack of resilience skills
- **Only 21%** of AZ prescribers are using the PDMP
- Imbalanced **dose: diagnosis** correspondence (e.g., Oxycodone 30mg for wisdom teeth removal)
- Lack of **education and inconsistent prescribing guidelines** for Rx narcotics
- Unrealistic expectations of the Health Consumer for zero pain and immediate gratification

# **FINDING A SOLUTION**

**A Multi-Systemic Approach:**

**Law Enforcement, Medical/Treatment, and Prevention**

# History and Foundation

- Early in 2011, ONDCP published the Rx Drug Abuse prevention plan
- AZ HIDTA took the lead and held a Rx Drug Summit in October, 2011
  - Focus was in 3 domains: **law enforcement, medical/treatment, prevention**
    - » Following the ONDCP recommendations, the summit sessions lead to recommendations for **education, tracking and monitoring (PDMP), proper Rx disposal and law enforcement initiatives**
- The Arizona Substance Abuse Partnership (ASAP) made Rx drug abuse their strategic area of focus in January 2012

# The Rx Drug Misuse and Abuse Initiative

- Using the ONDCP and the AZ Rx Summit recommendations, ACJC and GOCYF hosted a **Rx Drug Expert Panel** in February, 2012
  - The panel and attendees involved local stakeholders from **law enforcement, medical/treatment, and prevention/education**
  - A set of strategies was developed from recommendations made by the expert panel and attendees and **three pilot counties** were chosen for a pilot project implementation
  - The pilot project will serve as a **feasibility study** to demonstrate the feasibility and efficacy (where measurable) of the strategies for an eventual statewide initiative

# Selection of the Pilot Counties

- 3 pilot counties (Yavapai, Pinal and Graham/Greenlee) were chosen based on the following criteria:
  - Evidence of **severe Rx drug problem** among youth and adults demonstrated across multiple data sources
  - Willingness to use **data-driven-decision-making** to target and tailor implementation to specific geographic areas and demographic populations within the county
  - **Capacity** for implementation: coalitions and working groups consisting of members from the 3 domains of law enforcement, medical/tx, prevention

# The Strategies

1. **Reduce** Illicit Acquisition and Diversion of Rx Drugs
2. **Educate** Prescribers and Pharmacists about “Rx Drug Best Practices” and emphasize responsible prescribing
3. Enhance Rx Drug **Practice and Policies** in Law Enforcement
4. Increase Public Awareness about the **Risks** of Rx Drug Misuse
5. Build **Resilience** in Children and Adults

# Strategy #1: Reduce Acquisition

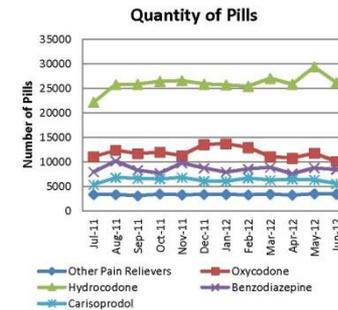
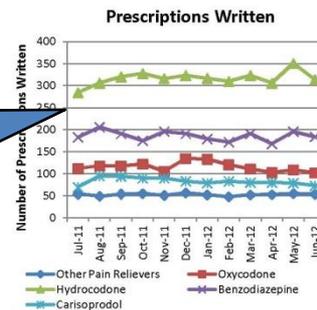
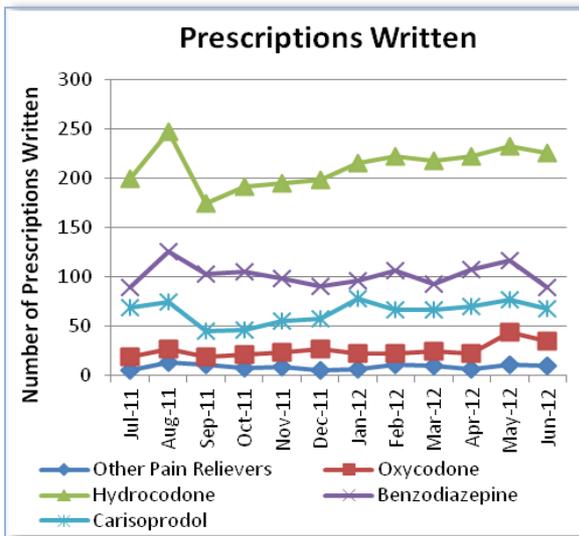
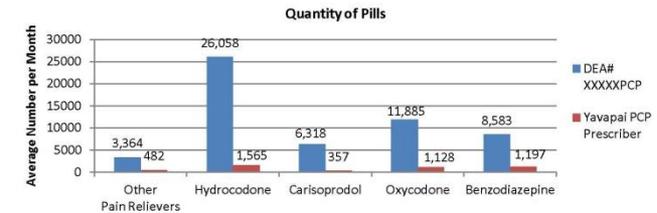
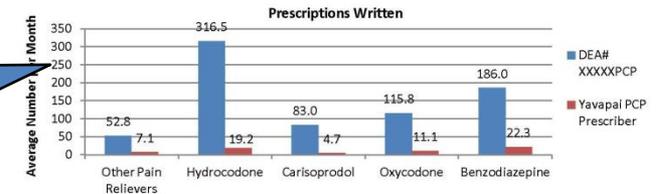
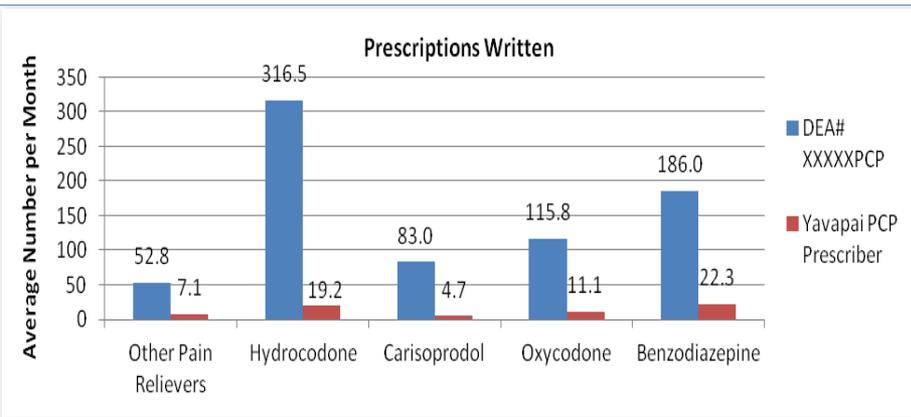
- Proper **Disposal**
  - Permanent drop boxes
  - Take-back events
  - Community education and awareness
- Proper **Storage**
  - Community education and awareness
- Increase the use of the **PDMP**
  - More law enforcement, prescribers and dispensers signed up and using the PDMP
  - A data feedback system for prescribers to self-monitor prescribing practices

# PDMP Prescriber Report Card

## PRESCRIBER: SAMPLE

A continuing review of the Prescription Drug Monitoring Program (PDMP) from 7/2011 through 6/2012 reveals the following about your prescribing habits: You have been identified as an outlier\* with respect to the number of prescriptions written and the quantity of pills prescribed for Hydrocodone, Oxycodone, Benzodiazepine, Carisoprodol, and Other Pain Relievers.

\*Above average prescribing for your prescriber type in your county



You are currently not signed up for access to the Prescription Drug Monitoring Program (PDMP)

[http://www.azpharmacy.gov/CS-Rx\\_Monitoring/practitioner\\_procedures.asp](http://www.azpharmacy.gov/CS-Rx_Monitoring/practitioner_procedures.asp)

For additional information please contact the Arizona State Board of Pharmacy (602) 771-2744

# Strategy #2: Educate Prescribers and Pharmacists about “Rx Best Practices”

- Develop and Implement a research-based **“Best Practice” curriculum** for prescribers and pharmacists
  - A **dosage** piece identifying when, where, and how much to prescribe; standards for refills; prescriber – pharmacist communication protocols
  - A **patient education** piece that helps prescribers and pharmacists improve the prescription drug literacy of their patients (e.g., side effects, risks, alternatives, proper storage and disposal, etc.)
- Recognition system for **responsible** prescribers and dispensers

# Strategy #3: Enhance Rx Drug Practice and Policies in Law Enforcement

- **Education and training** for law enforcement officers
  - Prevalence of Rx drug abuse and diversion crimes
  - Pill recognition, use of poison control, how to read scripts and bottles, Rx street sales/trafficking and related crime
- **Improve coding structure** of data management systems for tracking Rx drug offenses
  - Add a code to arrest information that flags an Rx drug-related crime

## Strategy #4: Increase Public Awareness about the Risks of Rx Drug Misuse

- Mass media blasts to **create a sense of urgency** about the Rx drug misuse and abuse problem in Arizona
- Rx 360 Adult curriculum to **educate parents and other adults about the risks** of Rx drug misuse
- Rx 360 Youth curriculum to **educate youth about the risks** of Rx drug misuse

# Strategy #5: Build Resilience

- Rx 360 Adult curriculum to **train parents** and adults how **to teach youth strategies** that increase their resilience to Rx drug abuse
  - Workplace Initiatives and Community Forums
- Rx 360 Youth curriculum to **teach youth strategies** that increase their resilience to Rx drug abuse
  - Schools
  - Youth Serving Organizations
  - 6-8<sup>th</sup> grade curriculum; 9-12<sup>th</sup> grade curriculum

# Evaluating the Impact of our Efforts

- **Feasibility** Study / **Pilot** Project
  - Telling the story of the implementation
  - Learning communities
- Measuring **Efficacy**
  - Impact on the number of **pills and scripts dispensed**
  - Impact on Rx **drug misuse**
  - Impact on Rx drug **crimes**
  - Impact on Rx drug-related **ED visits**
  - Impact on Rx drug-related **deaths**

# Progress Highlights

- Yavapai and Pinal Counties are collecting **~200-300 lbs per month** in their drop boxes
- **PDMP prescriber sign-up has increased** 25%, 31% & 4%, respectively in Yavapai, Pinal and Graham/Greenlee Counties
- Yavapai Regional and Verde Valley Regional have **implemented the ED Guidelines** and are reporting marked decreases in drug-seeking patients
- **Report cards disseminated to over 1,000 prescribers** in Yavapai, Pinal and Graham/Greenlee Counties – feedback has been very positive
- 2 trainings in Yavapai and Pinal Counties have **trained 94 medical professionals and pharmacists** on Best Practice Guidelines
- 4 Law Enforcement trainings in Yavapai, Pinal and Graham/Greenlee Counties have **trained 201 officers**
- **Rx Drug Crimes Flagging System in place** in Yavapai County
- Several **media spots** have been implemented in Yavapai, Pinal and Graham/Greenlee Counties **educating the public** about the risks of Rx drug misuse and abuse as well as proper storage and disposal; estimated **reach is 244,631 people**
- Yavapai, Pinal and Graham/Greenlee Counties have reached **6,730 youth and 463 adults with the Rx 360 curriculum**



<http://www.azcjc.gov/acjc.web/rx/default.aspx>

# Thank you so much!

For additional information, please contact:

- **Karen Ziegler (initiative co-chair):** [kziegler@azcjc.gov](mailto:kziegler@azcjc.gov)
- **Rich Rosky (initiative co-chair):** [southwest\\_meth@yahoo.com](mailto:southwest_meth@yahoo.com)
- **Tammy Paz-Combs (ASAP contact):** [tcombs@az.gov](mailto:tcombs@az.gov)
- **Jeanne Blackburn (state-level strategies):** [Jblackburn@az.gov](mailto:Jblackburn@az.gov)
- **Phil Stevenson (evaluation):** [pstevenson@azcjc.gov](mailto:pstevenson@azcjc.gov)
- **Shana Malone (county-level strategies):** [smalone@azcjc.gov](mailto:smalone@azcjc.gov)
- **Dean Wright (PDMP specifics):** [DWright@azphamcy.gov](mailto:DWright@azphamcy.gov)
- **Shelly Mowrey (prevention):** [shelly.mowrey@drugfreeaz.org](mailto:shelly.mowrey@drugfreeaz.org)
- **Tomi St. Mars (prescriber education):** [Tomi.St.Mars@azdhs.gov](mailto:Tomi.St.Mars@azdhs.gov)

# **ARIZONA GUIDELINES FOR DISPENSING CONTROLLED SUBSTANCES**

**Arizona Pharmacy Association**

# Pharmacist Guidelines

- **Developed by Arizona Pharmacist Forum:**
  - Local Retail Pharmacies
  - Corporate Pharmacies
  - Midwestern University
  - University of Arizona
  - County and State Health Officials
  - Insurance Companies
  - The National Meth and Pharmaceutical Initiative
  - Local Substance Abuse Community Coalitions
- Consensus document endorsed by AzPA, State Board of Pharmacy, ACJC, HIDTA
- Intended to help reduce inappropriate use of controlled substances
- **Pharmacist MUST use their clinical judgment**

# Guideline #1

- **Pharmacists should check the Arizona Prescription Drug Monitoring Program before dispensing controlled substances, and specifically in the following circumstances:**
- All Schedule II or Schedule III drugs for:
  - Every **new or unknown patient**
  - All **weekend and late day** prescriptions
  - Prescriptions written far from the **location** of the Pharmacy or the patient's residence
  - Any time **suspicious behavior** is noted
- Controlled substances in **high doses or high quantities**
- Any prescription considered an **outlier** to what is normally prescribed
- Any prescription for **Oxycodone 15mg or 30mg**
- Regular patients at least once per year
- Document in the patient's file to indicate that the PDMP was checked
- All pharmacists, including **"floaters"** receive education on the PDMP

SIGNS OF CHEMICAL DEPENDENCY AND DOCTOR SHOPPING	RED FLAG INDICATORS
<b>Pupils – pinpoint or extremely dilated</b>	<b>Refuses or is reluctant to present identification</b>
<b>Droopy eyelids</b>	<b>Out-of-town patient or claims to be from out-of-town</b>
<b>Constant runny nose and rubbing of nose</b>	<b>Cash-paying patients or use insurance at times/pay cash at times</b>
<b>Complexion either pale or flushed</b>	<b>Very assertive</b>
<b>Excessive itching and scratching</b>	<b>Any telephone requests for narcotics</b>
<b>Sweating</b>	<b>Presents at times when prescriber cannot be reached</b>
<b>Tremors</b>	<b>Inordinate interest in the layout of the pharmacy</b>
<b>Rigid movements and muscle cramps</b>	<b>Appears to be in a hurry</b>
<b>Fearful and agitated (in withdrawal)</b>	<b>Tries to take control of the discussion</b>
<b>Emotionally volatile (in withdrawal)</b>	<b>Well versed in clinical terminology</b>
<b>Lethargic and disinterested (using drug)</b>	<b>Reports allergy to codeine, NSAIDs, or local anesthetics</b>
<b>Giddy and overly friendly (using drug)</b>	<b>Very manipulative - they tell a very good story</b>
<b>Evasive answers</b>	<b>Inappropriate interpersonal space or seductiveness</b>

# Guideline #2

- **Pharmacists should use clinical judgment for when to communicate with Prescribers, but should specifically contact Prescribers in the following circumstances:**
  - Pharmacist suspects a **forged, altered or counterfeited prescription**
  - Patient is repeatedly requesting **early refills** of controlled substances
  - Patient is specifically requesting **early refills** of Opioids, Benzodiazepines or Carisoprodol
  - Patient presents with a **high quantity** from the Emergency Department
  - Any time **suspicious behavior** is noted
  - Establish face-to-face contact with the Emergency Department Director, if you receive high traffic from ED patients
  - Call the phone number for the prescriber listed in their computer vs. the phone number on the prescription

# Guideline #3

- **Pharmacists should use clinical judgment for when to communicate with other Pharmacies, but should specifically contact other Pharmacies in the following circumstances:**
  - If you receive a prescription that has been denied by another dispenser
  - If you deny a patient a prescription, it is recommended that you call other local Pharmacies (within a 5 mile radius) to alert them
  - **It is important to note that cross-communication between pharmacies is NOT a violation of HIPPA**

# Guideline #4

- **Pharmacists should require a government issued identification for all new or unknown patients before dispensing any controlled substance**
- If you suspect a fake ID is involved, conduct the following steps:
  - Squeeze the ID to make sure the **weight and rigidity** matches AZ IDs
  - Look for **squared edges** (most IDs have rounded edges)
  - Using the pads of your fingers, lightly feel **for bumps, ridges and irregularities** on the front and back surfaces of the ID
  - Check for **font or coloration differences** (e.g., different font style, improper bolding, lack of shading, spelling errors, or the wrong font size)
  - Check the front and back for words like secure, valid, genuine or credibility status (these are common **false “security measures”** placed on fake IDs)
  - **Request another form of ID** (e.g., a credit card), as people who present fake IDs are often reluctant to produce another form of ID
  - **If you confirm a fake ID, do not dispense the prescription**

# Guideline #5

- **Pharmacists should not fill a prescription if they believe it is forged, altered, or counterfeited**
  - Call the **prescriber** to verify **first**
  - **Be familiar** with the characteristics of **forged prescriptions**
  - Fill out an Rx Alert form for all fraudulent prescriptions: FaxNet One no longer exists, we are working on a replacement. The new Rx Alert form will be available on our web site soon.
  - If you deny a prescription, **notify other local pharmacists**
  - If you discover a pattern, **contact the authorities** - can be anonymous
  - **Be familiar** with the law and your **legal and ethical responsibilities**
    - It is unlawful to knowingly dispense controlled substances for anything other than a “legitimate medical purpose.”
    - There is no legal obligation to dispense a prescription, especially one of doubtful, questionable, or suspicious origin.
  - A fraudulent **prescription is private property** – return if requested
  - No legal requirement to contact the police but advisable that you do

# Guideline #6

- **Pharmacists should educate their patients about proper storage and proper disposal during the patient consultation prior to dispensing controlled substances**
  - Especially if there are **youth in the home**
  - **Never** leave any controlled substance **out “in the open”**
  - **Never flush** prescriptions down the toilet **or** throw as-is in the **trash**
  - Information on **take-back events** and **permanent drop box locations** or instruct your patients to use the DEA disposal guidelines and FDA tips:
    - Take out of original container and mix with undesirable substance (e.g., coffee grounds or kitty litter); then put in a sealable bag, empty can, or other container to prevent leakage
    - Scratch out all identifying information on the prescription label to protect their identity and personal health information
  - Never share medication with friends, family or others

# **Prevention in the Home**

Addressing the Growing Concern of  
Youth Rx Drug Misuse

# How big is the problem?

Yavapai county has the **3<sup>rd</sup> highest rate** of youth Rx drug misuse in Arizona

Yavapai County teens use Rx pain relievers at **double** the national average!

Nearly **1 out of 6** 12 to 17 year olds has used a Rx pain reliever **without** a Dr.'s prescription

# Key Factors Driving Teen Medicine Abuse

- **Misperception** that abusing medicine is not dangerous (safer than “street drugs”)
- Parents are **less familiar with “pills”** – they often have no frame of reference since abusing these types of drugs didn’t exist in their youth
- **Ease of access** via medicine cabinets at home or friend’s house, own or other person’s prescriptions

# What Can Parents Do?

- **Educate** yourself about medications kids are abusing
- **Communicate: Talk** with your kids / kids in your life about the risks
  - Let your kids know you disapprove of any drug/alcohol use – kids who believe their parents will be upset if they try drugs **are 43% less likely to do so**
- **Safeguard** medications at home (and ask friends to do the same)
- **Dispose** of medications properly

# How To Spot Rx Misuse & Abuse

- Here are 5 changes to watch for...
  1. Missing Pills
  2. Slurred speech but no odor of alcohol
  3. Deteriorating relationships with family
  4. Less openness and honesty
  5. Abrupt change in friends, groups, behavior
- Be aware of special vulnerabilities

# What to Do When You Spot Drug/Alcohol Use

## 5 ways to take action

1. Focus - You can do this
  - ✓ Don't panic, but act right away
2. Start talking
  - ✓ Let your child know you are concerned - communicate your disapproval
3. Set limits – set rules and consequences
4. Monitor – Look for evidence, make lists, keep track
5. Get outside/professional help – you don't have to do this alone

## Prescription Drug Epidemic

More Arizona teens get high on prescription medicine than cocaine, meth and Ecstasy combined. It is the fastest-growing drug problem in our country and considered an epidemic by the Centers for Disease Control and Prevention.

When taken as directed by a physician, there are medical benefits to prescription drugs. When misused, they are the silent killer. We often don't hear about prescription drug deaths in the news because they occur in a private setting like your home. Kids don't wake up.

We need to work together to save precious lives. Take action now. Follow these three steps to help keep your children safe from the danger of prescription drug misuse.

[Una Guía para ayudar a su hijo a llevar una vida saludable y sin drogas.](#)



### 1. Educate Yourself on the Prescription Medicines Kids are Abusing.

- [Rx Pain Relievers](#)
- [Rx Sedatives and Tranquillizers](#)
- [Rx Stimulants](#)



### 2. Communicate - Have a conversation with your children about the dangers of misusing medications.

- Tips for Talking with an [elementary student](#)
- Tips for talking with a [middle school student](#)
- Tips for talking with a [high school student](#)



### 3. Safeguard your medicine cabinet and ask your friends and family to do the same.

Learn about [proper disposal](#) of medications that you don't need anymore and also local prescription drug turn in events sponsored by the [Drug Enforcement Administration](#) and your local police or sheriff's office.



# QUESTIONS?

**Arizona State Board of Pharmacy**  
Web page: [www.azpharmacy.gov](http://www.azpharmacy.gov)

**Dean Wright, CSPMP Director**  
**Arizona State Board of Pharmacy**  
**1616 W. Adams, Suite 120**  
**P.O. Box 18520**  
**Phoenix, AZ 85005**  
**602-771-2744**  
**Fax: 602-771-2748**  
[dwright@azpharmacy.gov](mailto:dwright@azpharmacy.gov)

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/09/2015		
<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>	July 1, 2015 through June 30, 2020	<u>Grant?:</u>	Yes
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

InformationRequest/Subject

Intergovernmental Agreement (Contract No. ADHS15-094962) with Arizona Department of Health Services.

Background Information

The Arizona Department of Health Services is integrating multiple grants into one Intergovernmental Agreement (IGA). The grant contracts to be integrated are:

- Tobacco Free Environments #ADHS14-072102
- Teen Pregnancy Prevention #ADHS13-034421
- H.A.P.I. #ADHS12-021335
- Accreditation #ADHS14-063025
- Family Planning #ADHS13-0344536

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the Arizona Health Improvement Plan ( AzHIP) and the Community Health Improvement Plans. The integrated IGA intends to provide flexibility to the County Health Departments to best meet the needs of their local communities. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs.

Evaluation

This integrated IGA will allow the Gila County Health Department the flexibility to offer a variety of evidence-based strategies to best suit the needs of our local communities. The IGA provides a consolidated reporting system that will streamline administration functions while improving services.

Conclusion

Approval of the IGA will allow the Gila County Health Department to continue to provide education and prevention services and create a more streamlined reporting system to reduce the administration and fiscal reporting for these programs.

Recommendation

It is the recommendation of the Health and Emergency Services Division Director that the Board of Supervisors approve Intergovernmental Agreement No. ADHS15-094962 with the Arizona Department of Health Services from July 1, 2015 to June 30, 2020.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS15-094962) with the Arizona Department of Health Services to receive partial funding in the amount of \$217,128 (Phase I and II) for the contract period of July 1, 2015 to June 30, 2020, of which this agreement integrates various health-related grant contracts currently utilized by the Gila County Health Department. **(Michael O'Driscoll)**

Attachments

HPHC original contract

Legal Explanation

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# INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS15-094962

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W Adams ST, RM 303  
Phoenix, Arizona 85007

(602) 542-1040  
(602) 542-1741 FAX

Project Title: Healthy People Healthy Communities Begin Date: July 1, 2015

Geographic Service Area: GILA COUNTY Termination Date: June 30, 2020

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: Address: _____	<p style="text-align: center;"><b>FOR CLARIFICATION, CONTACT:</b></p> Name: <u>Nancy Rutherford</u> Phone: <u>(928) 402-8517</u> Fax No: <u>(928) 425-0794</u> Email: <u>nrutherford@gilacountyaz.gov</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.  _____ Signature of Person Authorized to Sign      Date Michael A. Pastor, Chairman, Board of Supervisors Print Name and Title	<p style="text-align: center;"><b>This Contract shall henceforth be referred to as Contract No. ADHS15-094962</b></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.  <b>State of Arizona</b> Signed this _____ day of _____, 20____
<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.  _____ Signature of Person Authorized to Sign      Date Bryan Chambers, Deputy County Attorney/Civil Bureau Chief	<p style="text-align: center;"><b>Procurement Officer</b></p> <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>
<p><b>Attorney General Contract, No. P0012014000078</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.  <b>The Attorney General, BY:</b></p> _____ Signature      Date Assistant Attorney General:	

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>TERMS AND CONDITIONS</b>
<b>ADHS15-094962</b>	

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 equipment, supplies, printing, insurance and leases of property.
- 1.13 “Procurement Officer” means the person duly authorized by the State to enter into, 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 (IGA)</b> <b>TERMS AND CONDITIONS</b>
<b>ADHS15-094962</b>	

**2. Contract Type.**

This Contract shall be:

    X     Fixed Price.

**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 (IGA)</b>
<b>ADHS15-094962</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.

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- 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.
- 4.10.3. *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.
- 4.10.4. *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.

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4.10.5. 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 Arizona Board of Regents (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.

4.11. 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.

4.12. 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.

**5. Costs and Payments**

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (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 were 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.

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- 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 forty-five (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.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current Internal Revenue Service (I.R.S.) Form **W-9**, 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.

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**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.
- 7.3. Force Majeure.
  - 7.3.1. *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.
  - 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
    - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 7.3.2.2. 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

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7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. *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.

7.3.4. *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.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor 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.

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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 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.

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- 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 five (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 Generally Accepted Accounting Principles (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.

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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, 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. 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.

**16. 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.

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**17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

- 17.1. 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.
  
- 17.2. 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.

**18. 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.

**19. Data Universal Numbering System (DUNS) Requirement**

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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**1. Background**

The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) will set forth a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.

The AzHIP has two (2) flagship goals to address the fifteen (15) public health issues: Healthy Communities, and Healthy People. The AzHIP defines healthy communities as interventions at the community or society level, targeting policy, systems and environmental approaches that shape the communities in which we live. Healthy People are interventions at the individual level, targeting individual behavior and promoting their making healthy choices.

These goals can be accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, we implement evidence based preventative health strategies, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

In order to best implement these goals, the Division of Public Health – Prevention Services has led a process to align strategies and improve integration of public health prevention programs. The Bureaus of Tobacco and Chronic Disease, Women’s and Children’s Health, Health Systems Development, and Nutrition and Physical Activity, Office of the Director - Local Health Liaison, and Office of Assistant Director have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

**2. Purpose**

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

**3. Objectives**

Counties will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities’ interventions that target policy, system and environmental approaches that will shape the communities in which we live.
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

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**4. Scope of Work**

This IGA offers a variety of evidence-based strategies designed to impact policy, system and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based strategies that influence individual behaviors, policy, organizational practices, systems and environment through the following program areas:

- 4.1 Commercial Tobacco Use;
- 4.2 Chronic Disease Prevention and control strategies to address the four leading causes of disease related death (Cancer, heart disease, pulmonary disease, and Alzheimer’s);
- 4.3 Procurement of Healthy Foods;
- 4.4 Healthy Community Design;
- 4.5 School Health;
- 4.6 Worksite Wellness;
- 4.7 Clinical Care;
- 4.8 Children with Special Health Care Needs;
- 4.9 Public Health Accreditation Preparation;
- 4.10 Teen Pregnancy;
- 4.11 Title V Family Planning; and
- 4.12 Maternal and Child Health.

**5. Evidence-Based Strategies**

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:

- 5.1 Exhibit A – Tobacco;
- 5.2 Exhibit B - Chronic Disease;
- 5.3 Exhibit C - Health in Arizona Policy Initiative (HAPI);
- 5.4 Exhibit D - Public Health Accreditation Preparation;

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5.5 Exhibit E - Teen Pregnancy Prevention;

5.6 Exhibit F - Family Planning; and

5.7 Exhibit G - Maternal and Child Health.

**6. Evaluation**

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County’s Annual Action Plan.

**7. Tasks**

The County shall provide all of the tasks listed below:

7.1 Develop and implement an Annual Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;

7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;

7.3 Implement the approved strategies, and

7.4 Participate in the development of a shared comprehensive evaluation plan.

**8. Requirements**

The County shall meet the requirements listed below:

8.1 All revisions to the Annual Action Plan strategies, goals, objectives and timelines will require joint review and approval from ADHS staff;

8.2 All staffing changes will be reported to the ADHS Program Coordinator within fifteen (15) days;

8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the ADHS Program Coordinator for approval; and

8.4 Comply with all federal reporting requirements.

**9. Deliverables**

9.1 The County shall submit the deliverables listed below to the ADHS Program Coordinator:

9.1.1 Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

9.1.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

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- 9.1.3 A final CER invoice not later than forty-five (45) days following the end of each contract year;
- 9.1.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.1.5 Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
- 9.1.6 Collaborate and participate with ADHS on the development of a logic model;
- 9.1.7 Submit an Annual Action Plan by August 15;
- 9.1.8 Submit an Annual Budget Plan by August 15;
- 9.1.9 Submit an Annual Report forty-five (45) days following the end of each Contract year;
- 9.1.10 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
- 9.1.11 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

9.2 ADHS will:

- 9.2.1 Review, provide feedback and approve the Annual Action Plan(s) within thirty (30) days of submittal;
- 9.2.2 Provide evidence-based strategies and supporting resources;
- 9.2.3 Provide a Quarterly Reporting Template;
- 9.2.4 Provide the Annual Action Plan Template;
- 9.2.5 Provide a Budget Plan Template;
- 9.2.6 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 9.2.7 Provide Outcome Measures;
- 9.2.8 Provide a Financial Guidance Document;
- 9.2.9 Provide feedback, technical assistance and training to support the approved Annual Action Plan(s), Reporting and Evaluation(s);
- 9.2.10 Access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and/or subject matter experts related to the strategy for which the County received funding;
- 9.2.11 Coordinate and conduct site visits; and
- 9.2.12 Provide the list of Title V priorities that the County may develop strategies.

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**10. Approvals**

ADHS must approve:

- 10.1 The Annual Action Plan and any subsequent changes or updates to the Action Plan, that will be implemented during the next Contract period, shall be submitted to ADHS for approval.
- 10.2 The quarterly Contractor's Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement.
- 10.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan.
- 10.4 All marketing materials (The use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 10.5 Quarterly Reports.
- 10.6 All evaluation components that involve human subjects.
- 10.7 Exhibit A - G –Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).
  - 10.7.1 **Exhibit A**– Tobacco
  - 10.7.2 **Exhibit B** – Chronic Disease
  - 10.7.3 **Exhibit C** - Health in Arizona Policy Initiative (HAPI);
  - 10.7.4 **Exhibit D** – Public Health and Health Services Block Grant
  - 10.7.5 **Exhibit E** – Teen Pregnancy Prevention
  - 10.7.6 **Exhibit F** – Family Planning
  - 10.7.7 **Exhibit G**– Maternal and Child Health

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>SCOPE OF WORK</b>
<b>ADHS15-094962</b>	

**11. Deliverables and Delivery Schedule**

**NOTICES, CORRESPONDENCE, AND REPORTS**

11.1 Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Sherry Haskins  
 Program Manager  
 Arizona Department of Health Services  
 150 N. 18<sup>th</sup> Avenue, Suite 300  
 Phoenix, AZ 85007  
[Sherry.Haskins@azdhs.gov](mailto:Sherry.Haskins@azdhs.gov)  
 602-364-0606

11.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

<b>Main Contact for Program Management Correspondence</b>	Name: Nancy Rutherford Title: Health Programs Manager Email: nrutherford@gilacountyaz.gov Phone: (928)402-8517
<b>Main contact for finance Management Correspondence</b>	Name: Sarah Chavez Title: Fiscal Accounting Clerk Email: schavez@gilacountyaz.gov Phone: (928)402-4332

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>EXHIBIT A</b>  <b>EVIDENCE-BASED STRATEGIES FOR TOBACCO</b>
<b>ADHS15-094962</b>	

**Evidence-Based Strategies for Tobacco**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Tobacco**

1.1 Program Strategy(s):

- 1.1.1 Utilize community outreach, education and policy advocacy at the community level to prevent youth tobacco use.
- 1.1.2 Promote the use of cessation treatments among adult and youth smokers.
- 1.1.3 Engage in peer-based approaches to prevent commercial tobacco use.
- 1.1.4 Improve public awareness of the risks of secondhand smoke/vapors.
- 1.1.5 Assist in tobacco enforcement activities.
- 1.1.6 Other evidence-based related strategy.

1.2 Tobacco Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona’s Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website <http://www.azdhs.gov/diro/reports/strategicplan.htm> (<http://tobaccofreearizona.com/reports/pdf/tfa-strategic-plan.pdf>) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>).

**Listed below are specific tasks and requirements related to the Program Strategy Options for tobacco.**

1.3 Cessation Activity:

- 1.3.1 The County will work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan.
- 1.3.2 The County will participate in quarterly calls with the ASHLine CDT Representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance needs.

1.4 Prevention – Youth Coalition:

- 1.4.1 The County will work with BTCD selected contractor for youth coalition to develop and implement a Youth Coalition Action Plan.
- 1.4.2 The County will ensure youth coordinators and youth participate in trainings twice a year and will work with BTCD on any technical assistance needs.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT A</b> <b>EVIDENCE-BASED STRATEGIES FOR TOBACCO</b>

1.5 Enforcement:

1.5.1 Attorney General's Counter Strike Program:

The County shall:

1.5.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program.

1.5.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks, youth must be 16 or 17 years of age, possess a valid Arizona State Identification Card and must be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year.

1.5.1.3 Facilitate and conduct in their county the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.5.1.4 Maintain quarterly communication with the Attorney General's Office Youth Tobacco Program.

1.5.2 Food & Drug Administration – Tobacco Control Act (TCA) Program/SYNAR:

The County shall:

1.5.2.1 Participate in the ADHS-FDA TCA program for youth underage buys throughout each fiscal year.

1.5.2.2 Promote and recruit youth from the community to participate in the FDA youth underage buys, number of inspections will be based on FDA requirements and may vary from year to year.

1.5.2.3 Required to have at least two (2) youth available for inspections at all times.

1.5.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county.

1.5.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT B</b> <b>EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE</b>

**Evidence-Based Strategies for Chronic Disease**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Chronic Disease**

1.1 Program Strategy/s:

- 1.1.1 Improve public awareness of Alzheimer’s disease and available resources for patients, caregivers and/or family members and health care providers.
- 1.1.2 Improve public awareness of risk factors and detection of pulmonary disease.
- 1.1.3 Promote and implement the Million Hearts Initiative.
- 1.1.4 Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model.
- 1.1.5 Support the work of schools to implement School Health Index/School Health Assessment and/or school wellness plans.
- 1.1.6 Other evidence-based related strategy.

1.2 Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf>).

**Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.**

1.3 Alzheimer’s/Dementia:

- 1.3.1 The County will work with the Alzheimer’s Association- Desert Southwest Chapter to increase public awareness of Alzheimer’s/Dementia including the warning signs of Alzheimer’s disease to patients, caregivers and/or family members and health care providers.
- 1.3.2 The County will work with the Alzheimer’s Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer’s Association from provider’s offices.

1.4 Chronic Lower Pulmonary Disease:

- 1.4.1 The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15-094962	<b>EXHIBIT B</b> <b>EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE</b>

1.4.2 The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma.

1.4.3 The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

1.5 Cardiovascular Disease:

1.5.1 The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative.

1.5.2 Increase intervention and participation in disease management programs.

1.6 Chronic Disease Self-Management:

1.6.1 The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s)).

1.6.2 The County will ensure that staff is trained.

1.6.3 The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

1.7 School Health:

1.7.1 The County will coordinate school health activities with any other funding received for school health activities (such as HAPI or Arizona Nutrition Network).

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT C</b> <b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>

**Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)**

Counties may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Health in Arizona Policy Initiative (HAPI)**

1.1 Program Strategy/s:

1.1.1 Procurement of Healthy Foods:

- 1.1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines.
- 1.1.1.2 Establish contract and bid writing standards to promote healthy food and beverages.
- 1.1.1.3 Establish healthy vending policies within institutions.
- 1.1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace.
- 1.1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar.
- 1.1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher.

1.1.2 Healthy Community Design:

- 1.1.2.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit.
- 1.1.2.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing.
- 1.1.2.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives.
- 1.1.2.4 Establish sites for community gardens in institutional settings and/or underserved areas.

1.1.3 School Health:

- 1.1.3.1 Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings.
- 1.1.3.2 Improve the nutrition quality of foods and beverages served in schools.
- 1.1.3.3 Improve the quality and amount of physical education and/or physical activity in

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT C</b>
	<b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>

schools.

1.1.3.4 Target outreach and enrollment efforts to populations disproportionately uninsured.

1.1.4 Healthy Worksites:

1.1.4.1 Increase opportunities for physical activity in the workplace.

1.1.4.2 Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors.

1.1.4.3 Provide disease self-management classes to employees.

1.1.4.4 Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans.

1.1.4.5 Increase the number of employees that utilize preventive health screenings within employer health plans.

1.1.4.6 Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services.

1.1.4.7 Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management.

1.1.5 Clinical Care:

1.1.5.1 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models.

1.1.5.2 Integrate peer-support/promotora models into the healthcare institutional setting.

1.1.5.3 Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers).

1.1.5.4 Integration or implementation of patient-centered medical home (PCMH) model of primary care.

1.1.5.5 Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training.

1.1.5.6 Increase the number of health care systems that develop and implement a language access plan.

1.1.5.7 Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
ADHS15-094962	<b>EXHIBIT C</b> <b>EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)</b>

1.1.6 Children and Youth with Special Health Care Needs:

- 1.1.6.1 Promote inclusion of focus on children and youth/young adults with special health care needs.
- 1.1.6.2 Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs.
- 1.1.6.3 Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs.
- 1.1.6.4 Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level.
- 1.1.6.5 Other evidence-based related strategy.

1.2 HAPI Specific Tasks and Requirements:

- 1.2.1 A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children.
- 1.2.2 The County will coordinate school health activities with any other funding received for school health activities (such as Chronic Disease or Arizona Nutrition Network).

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15-094962</b>	<b>EXHIBIT D</b> <b>EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH ACCREDITATION PREPARATION</b>

**Evidence-Based Strategies for Public Health Accreditation Preparation**

The County must select a minimum of two (2) strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Preventive Health and Health Services Block Grant**

1.1 Program Strategies:

- 1.1.1 Establish and Monitor a System of Performance Management.
- 1.1.2 Build a Culture of Quality Improvement.
- 1.1.3 Workforce Development.
- 1.1.4 Use award funds for Public Health Accreditation Board (PHAB) Fees.
- 1.1.5 Monitor and measure progress towards accomplishing goals in the County Health Improvement Plan.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15- 094962</b>	<b>EXHIBIT E</b> <b>EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION</b>

### **Evidence-Based Strategies for Teen Pregnancy Prevention**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

#### **1. Strategic Area: Teen Pregnancy Prevention**

##### **1.1 Program Strategies:**

- 1.1.1 Implement with fidelity an abstinence plus evidence-based or promising practice program through curriculum delivery to youth ages 11-19 years which may include parent-youth curriculum for guardians of youth ages 11-19. Programs must be culturally relevant, medically accurate and include process and outcome evaluations as outlined in the Teen Pregnancy Prevention Program Policy & Procedures manual.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15- 094962</b>	<b>EXHIBIT F</b> <b>EVIDENCE-BASED STRATEGIES FOR FAMILY PLANNING</b>

### **Evidence-Based Strategies for Family Planning**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

#### **1. Strategic Area: Family Planning**

##### 1.1 Program Strategies:

- 1.1.1 Implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.

Contract Number	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>
<b>ADHS15- 094962</b>	<b>EXHIBIT G</b> <b>EVIDENCE-BASED STRATEGIES FOR MATERNAL AND CHILD HEALTH</b>

**Evidence-Based Strategies for Maternal and Child Health**

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Maternal and Child Health (MCH)**

1.1. Program Strategies:

1.1.1. The Contractor shall implement multi-faceted, evidence-based or evidence informed strategies at the county level that address state priorities as identified through Arizona’s 2016 Title V Maternal and Child Health (MCH) Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the areas to be selected National Performance Measures, which will in turn influence the National Outcome Measures.

**2. Maternal and Child Health Specific Tasks and Requirements:**

Media and/or printed educational materials will 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 will 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 (HRSA), Maternal and Child Health Bureau, under grant number 93.994 and title for \$ (to be filled in by Grantee upon receipt of grant award). 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.

Contract Number	<b>Intergovernmental Agreement (IGA)</b>  <b>Attachment 1</b>  <b>PRICE SHEET PHASE 1</b>
ADHS15- 094962	

**GILA COUNTY**

**PRICE SHEET PHASE ONE (1)**

**PHASE 1: JULY 1, 2015 - JUNE 30, 2016**

**PHASE ONE (1) ACTION PLAN Tobacco and Chronic Disease**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE (UOM)	QUANTITY	UNIT COST	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$6,752	\$6,752
<b>TOTAL</b>		<b>1</b>	<b>\$6,752</b>	<b>\$6,752</b>

**TOBACCO**

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$29,817.66	\$119,270.64
<b>TOTAL</b>		<b>4</b>	<b>\$29,817.66</b>	<b>\$119,270.64</b>

**CHRONIC DISEASE**

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$2,244.34	\$8,977.36
<b>TOTAL</b>		<b>4</b>	<b>\$2,244.34</b>	<b>\$8,977.36</b>

**PHASE ONE (1) ACTION PLAN (HAPI)**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700	\$8,700
<b>TOTAL</b>		<b>1</b>	<b>\$8,700</b>	<b>\$8,700</b>

**HEALTH IN ARIZONA POLICY INITIATIVE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$8,762	\$35,048
<b>TOTAL</b>		<b>4</b>	<b>\$8,762</b>	<b>\$35,048</b>

Contract Number	<b>Intergovernmental Agreement (IGA)</b> <b>Attachment 2</b> <b>PRICE SHEET PHASE 2</b>
ADHS15- 094962	

GILA COUNTY

PRICE SHEET PHASE TWO (2)

PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016

**PHASE TWO (2) ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.	\$7,000.
<b>PHASE 2 ACTION PLAN TOTAL</b>		<b>1</b>	<b>\$7,000.</b>	<b>\$7,000.</b>

**PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$10,460	\$31,380
<b>PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT TOTAL</b>		<b>3</b>	<b>\$10,460</b>	<b>\$31,380</b>

**PHASE ONE AND PHASE TWO GRAND TOTAL**

ITEM/SERVICE DESCRIPTION				TOTAL
<b>PHASE 1 &amp; 2 GRAND TOTAL</b>				<b>\$217,128</b>

**PHASE ONE AND PHASE TWO TOTAL**

ITEM / SERVICE DESCRIPTION				TOTAL
<b>PHASE 1 &amp; 2 TOTAL</b>				<b>\$217,128</b>

Contract Number	<b>Intergovernmental Agreement (IGA)</b> <b>Attachment 3</b> <b>PRICE SHEET PHASE 3</b>
ADHS15-094962	

GILA COUNTY

PRICE SHEET PHASE THREE (3)

PHASE 3: JANUARY 1, 2016 – JUNE 30, 2016

PHASE THREE (3) TO BE DETERMINED

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
TOTAL				

PHASES ONE, TWO and THREE: GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1, 2 & 3 GRAND TOTAL				



## *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.

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/09/2015		
<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>	FY2015 - FY2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u>	3/2/15 to 6/30/16	<u>Grant?:</u>	No
<u>Begin &amp; End:</u>			
<u>Matching</u>	No	<u>Fund?:</u>	Replacement
<u>Requirement?:</u>			

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 021315 Public Health Emergency Preparedness Website Development.

Background Information

Public Health Emergency Preparedness (PHEP) is seeking \$11,000 in additional assistance from Pinnacle Prevention for coordination and collaboration efforts supporting the development of the Gila County Emergency Management (EM)/PHEP website development. PHEP would like Pinnacle Prevention to provide additional operational and programmatic consultation services in order to meet new additional deliverables required by the recently added Ebola and Infectious Disease grant awarded to Gila County PHEP. As part of the contract to develop a website for EM/PHEP, PHEP would like to amend the contract to include design and development of two additional website tabs focused on 1) Communicable Disease, and 2) our soon to be Emergency Mass Notification System. This amendment will allow PHEP to meet the deliverables addressed under the Ebola and Infectious Disease Grant.

Evaluation

Pinnacle Prevention, in addition to its current scope of work, will add to the Gila Ready website one navigational tab with four content sections for infectious disease preparedness information. This will include the research, development, and integration of all infectious disease content including the state pandemic plan. Client will also create content, marketing, and development of a link to encourage residents to sign up for the planned community notification system. This will include the integration and promotion of the community notification system and provide training videos for the program. Finally, client will add a custom program and create custom scrolling flash video to the Gila EM/PHEP home page.

Conclusion

Approval of Amendment No. 1 to Professional Services Contract No. 021315 Public Health Emergency Preparedness Website Development will increase the award amount by \$11,000, from \$45,000 to \$56,000, to allow Public Health Emergency Preparedness to expand the reach of the new Gila Ready website to include a Communicable Disease and Infectious Disease tab with multiple content sections as well as a tab for the on-boarding, marketing, and maintenance of the planned Mass Notification Emergency Alert System.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approves the amendment to RFP No. 021315 Public Health Emergency Preparedness Website Development to increase the award amount by \$11,000, from \$45,000 to \$56,000, which will allow Public Health Emergency Preparedness to expand the reach of the new Gila Ready website to include a Communicable Disease and Infectious Disease tab with multiple content sections as well as a tab for the on-boarding, marketing, and maintenance of the planned Mass Notification Emergency Alert System.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 021315 - Public Health Emergency Preparedness Website Development to increase the award amount from \$45,000 to \$56,000 which will allow Public Health Emergency Preparedness to expand the reach of the new Gila Ready website to include a communicable disease and infectious disease tab with multiple content sections as well as a tab for the on-boarding, marketing, and maintenance of the planned Mass Notification Emergency Alert System. **(Michael O'Driscoll)**

Amendment No. 1  
Contract No. 021315  
Legal Explanation

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## **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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### **PROFESSIONAL SERVICES CONTRACT NO. 021315 PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT**

#### **PINNACLE PREVENTION**

Effective March 18, 2015, Gila County and Pinnacle Prevention entered into a contract whereby Pinnacle Prevention agreed to provide the development, design, maintenance, and analytics of a proposed GilaReady website, for a not to exceed amount of \$45,000.

Public Health Emergency Preparedness (PHEP) would to amend the contract to include additional operational and programmatic consultation services in order to meet new additional deliverables required by the recently added Ebola and Infectious Disease grant, **per Attachment "A" to Amendment No. 1 to Professional Services Contract No. 021315**, by mention made a binding part of this agreement as set forth herein. The additional cost for this added scope of work is to be performed for an amount of **Eleven Thousand dollars and no/100's (\$11,000)**.

Amendment No. 1 to Professional Services Contract No. 021315 will serve to increase the contract amount by \$11,000 for a new contract amount of \$56,000. Contractor will continue to bill for services pursuant to the original contract, but in no event shall charges for the March 18, 2015 to June 30, 2015 contract exceed **Fifty-six Thousand dollars and no/100's (\$56,000)** without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY BOARD OF SUPERVISORS**

**PINNACLE PREVENTION**

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

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

**ATTEST**

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

**APPROVED AS TO FORM**

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

**ATTACHMENT "A" TO AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES CONTRACT NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT**

**PINNACLE PREVENTION**

In addition to the current scope of work, Contractor will add to the website one navigational tab with four content sections for infectious disease preparedness information. This will include the research, development, and integration of all infectious disease content including the state pandemic plan. Contractor will also create content, marketing, and development of a link to encourage residents to sign up for the planned community notification system. This will include the integration and promotion of the community notification system and provide training videos for the program. Finally, Contractor will add a custom program and create custom scrolling flash video to the Gila EM/PHEP home page.



# PINNACLE PREVENTION

Healthy people. healthy community.

**Proposal for Public Health Emergency Preparedness Website Development**

**Gila County Request for Proposal (RFP) No. 021315**

Pinnacle Prevention  
3100 West Ray Road, Suite 201  
Chandler, AZ 85226  
480.207.5955  
www.pinnacleprevention.org



February 27, 2015

Mrs. Jeannie Sgroi  
Contracts Administrator  
Gila County Finance Department  
Guerrero Building  
1400 E. Ash Street  
Globe, AZ 85501

Mrs. Jeannie Sgroi,

Pinnacle Prevention, in partnership with Carient Communications and Public Health Solutions, is pleased to submit the enclosed proposal for your consideration in response to the request for proposal issued for the *Public Health Emergency Preparedness Website Development* (RFP No. 021315).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) firm specializing in population-based prevention services. This proposal is also inclusive of the expertise of Carient Communications and Public Health Solutions. Carient Communications has over 20 years of experience developing electronic and print-based materials. Public Health Solutions provides expertise in the intersection of public health and information technology, with emphasis on projects that focus on integrating and synthesizing health information across technology platforms.

Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 207-5955 or at [adrienneudarbe@pinnacleprevention.org](mailto:adrienneudarbe@pinnacleprevention.org).

Sincerely,

Adrienne Z. Udarbe, MS, RDN  
Executive Director – Pinnacle Prevention

## **Qualifications and Experience**

Pinnacle Prevention is pleased to submit this proposal in response to the Gila County Request for Proposal (RFP) No. 021315 for the provision of Public Health Emergency Preparedness Website Development in partnership with Carient Communications and Public Health Solutions. Pinnacle Prevention is an Arizona-based nonprofit 501 (c)(3) public health consulting firm. The mission of Pinnacle Prevention is to inspire and advance opportunities for lifestyle-enriched living that promote healthy eating, active living, and the prevention of disease. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy.

Under this proposal, website development of the GilaReady site will be lead by Janice O'Driscoll of Carient Communications. Mrs. O'Driscoll is a marketing professional, with more than 20 years' of experience developing electronic and print-based materials. Carient Communications projects range from websites and digital offerings; to high-visibility marketing materials; to public relations, crisis communications, and tactical communications plans. Services include copywriting, design, print and electronic production, public relations, and photography. Carient Communications clients include government, education, healthcare, finance, energy, and publishing. This diverse background provides Carient Communications with an understanding of unique industry issues to envision best possibilities for an organization - and successfully execute them in the most efficient manner. Carient Communications also works to ensure continuity amongst existing materials, ensuring projects align with other organizational messaging. As principal of Carient Communications, Mrs. O'Driscoll is involved in every stage of the development process. Mrs. O'Driscoll maintains exceptional diligence and discretion in all aspects of communications projects ensuring client confidentiality as required. Mrs. O' Driscoll holds a Master of Arts degree in Communications, from Northern Illinois University, matriculating on a full academic scholarship. Examples of website development work from Carient Communications can be found in Appendix B.

This project will also be supported by Felicia Trembath, Founder and CEO of Public Health Solutions. Mrs. Trembath is currently finishing her PhD in epidemiology through Purdue University and has a Master's degree in Public Health (MPH) from Purdue University and a Bachelors of Science in Community Health Education from Brigham Young University. Mrs. Trembath serves as a Health Systems Integration Program (HISP) fellow with the Centers for Disease Control and Prevention (CDC) stationed at Maricopa County Department of Public Health. In this role she focuses on a variety of informatics projects. Her expertise includes the intersection of public health and information technology, and she has worked on several projects that focus on integrating and synthesizing health information across different technology platforms. Mrs. Trembath's expertise also includes experience in both epidemiology and emergency preparedness. She has worked with health departments in four states, including as a Field Epidemiologist for the Wyoming Department of Health. Her knowledge of the field of public health enables her to communicate with subject matter experts and understand the needs for the functionality of the GilaReady site. Mrs. Trembath has been a part of several interdisciplinary teams which required extensive collaboration and the ability to coordinate multiple projects simultaneously. These include the HABRICentral project and Americorps Vista

program. Mrs. Trembath has been involved with the HABRICentral project since near its inception and was intimately involved in the creation of their website. Her key role on the project was to communicate with the subject matter experts and web developers to ensure that end product reflected the desires of the subject matter experts and functioned correctly. This project incorporated google analytics to track user interactions and web presence. The information gleaned from these reports was used to make necessary changes and maximize both the functionality and web presence of the site. Additionally, Mrs. Trembath has experience in management of backend site operations and the development of web pages, including the guide text, to ensure the usability of the site.

Lastly, Adrienne Z. Udarbe, Executive Director of Pinnacle Prevention, will support the project as the Principal point of contact. Mrs. Udarbe brings over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies to this project. She has expertise in administration of complex state and federal grants and specific to this project, has had oversight of over ten website development projects under her leadership. This experience has included all stages of the website development process from facilitating early planning and assessing needs all the way through design and testing. Mrs. Udarbe utilizes an approach that promotes innovation, community needs, and meaningful content relevant to the audience the website intends to reach. Mrs. Udarbe excels in public health communications and has an outstanding ability to communicate to both professional and lay stakeholders and the target audience. Mrs. Udarbe formerly served as the Community Programs Manager within the Bureau of Nutrition and Physical Activity at the Arizona Department of Health Services (ADHS). In this role, she had management oversight of eight public health programs, with extensive experience in the coordination of social marketing and technology innovation initiatives. She has unique understanding of cultural influences and regional needs among the different Arizona communities and how to apply these influences across different communications strategies.

See Appendix A for detailed resumes and experience representing the partnership of Pinnacle Prevention with Carient Communications and Public Health Solutions.

## Appendices

**Appendix A**

**Resumes**

**janice o'driscoll**  
4709 e. ironhorse rd.  
gilbert, az 85297  
(630) 945-5311  
carient@sbcglobal.net

*Multidisciplinary marketing professional with 20+ years' experience spanning strategy, branding, content and campaign development, public relations, and print and electronic publication. Awarded for both creativity and communications effectiveness.*

## professional experience

### Marketing & Communications Strategist/Principal

6/01–Present

*Carient Communications, Gilbert, AZ*

- Conceptualize, write, and design print and digital promotions, including marketing materials, annual reports, websites, intranets, newsletters, corporate sustainability guides, social media postings, brochures, direct mail, presentations, and specialty pieces. Head up creative, copywriting, and graphic design functions for clients in healthcare, publishing, higher education, government, financial services, and other industries.
- Work as lead strategist for creative initiatives and new product/services rollouts. Establish marketing plans and budgets, identify target populations and data segmentation attributes, assemble teams, conduct brainstorming sessions, and allocate resources. Present concepts to management teams and supervisory boards. Spearhead and supervise development of all marketing and communications to ensure consistent voice, brand-building, and consumer response. Promote interactions and oversee communications with prospects and constituencies (including social media).
- Meet and collaborate with C-level leadership, management teams, attorneys, tax advisors, partners, and investors on financial projects, such as business models, transactional offerings, and restructuring plans. Act as project manager and liaison among all parties.
- Handle print budgets and procurement and maintain expert knowledge of manufacturing techniques. Review vendor qualifications, secure bids, negotiate and reduce costs, oversee production, identify optimal distribution and cost-saving opportunities, and measure effectiveness. Maintain accurate databases.
- Prepare executive speeches, white papers, and presentations for trade shows and other venues.
- Spearhead community/media relations efforts—develop contact lists, build and maintain databases, cultivate editor relationships, write and distribute news releases and articles, pitch story ideas, build advocates, and utilize publicity on websites and social media endeavors.

*[Effectively gain news pickups, feature stories, and white paper placements, along with support of recognized authorities/champions. Gleaned client cover spot for "People to Watch" in national industry magazine. Secured monthly content provider contract. Handle article ghostwriting for two CEOs as well as personal bylined articles in national publications and trade association forums.]*

### Communications & Marketing Specialist (began as freelancer in 6/99)

9/99–4/02

*Logica3/McMillan Associates, West Dundee, IL (now Logica3, Ltd.)*

- Served as lead copywriter for internal and external projects. Managed publicity and self-promotion efforts of firm through press releases, newsletters, data sheets, biographies, and contact with key editors and storytellers. Devised and led internal communications plans.
- Wrote websites, annual reports, newsletters, identity manuals, brand style/corporate identity guides, and other print and web collateral on behalf of clients in a diverse range of industries, including non-profit, higher education, manufacturing, energy, medical equipment, healthcare, and telecommunications.
- Coordinated and supervised print and electronic production. Selected appropriate vendors; wrote print specifications; procured film, substrate, and print bids; negotiated costs; supervised production and fulfillment; and tracked expenditures and campaign results.
- Managed customer relations; met with clients to review needs, prepared and submitted professional services estimates and RFQs, developed budgets, presented concepts, secured approvals, and ensured satisfaction.

### Creative Services Manager (promoted from Print Production Manager)

2/95–6/99

*Synaptx Impulse /Paladyne Corporation, Elgin, IL*

- Led marketing function via production of sales collateral, direct mail, corporate identity, packaging, and display work. Hired, trained, and supervised staff. Coordinated activities among account services, creative services, clients, and vendors to ensure job goals and budgets were met.
- Coordinated special events, client tours, and trade show booths. Managed promotional materials, personnel, and refreshments. Compiled leads for database and made followups.
- Handled copywriting, editing, and proofreading for internal and external projects, including websites, annual reports, news releases, brochures, presentations, advertisements, proposals, and direct mail.
- Initiated monthly corporate employee newsletter. Consulted with management, devised stories, designed masthead and logo, created content, handled layout/design, and managed ongoing editorial function.
- Researched and maintained expert knowledge of cutting-edge manufacturing techniques and qualified sources. Determined optimal and cost-effective production methods for all projects.

Senior Editor (promoted from Project Manager)

12/93-11/94

*Joint Commission on Accreditation of Healthcare Organizations, Oakbrook Terrace, IL*

- Managed publication development from concept to print — established production schedules; edited, rewrote, and proofread manuscripts for books and medical journals; provided art direction on design and layout; reviewed digital and analog proofs; and coordinated film output, printing, and fulfillment.
- Collaborated with communications department on marketing strategies. Interfaced with client/patient communities to build relations and secure feedback. Wrote copy for promotions.
- Responsible for print buying — contacted and interviewed prospective vendors, negotiated contracts, handled press checks, and maintained print budgets.
- Coordinated and reviewed work of writing, proofreading, and production freelancers.

Graphic Designer

8/91-10/92

*DoALL Company, Des Plaines, IL*

- Organized and designed 1-, 2-, and 4-color direct mail catalogs, brochures, flyers, and advertisements. Prepared camera-ready artwork, halftones, and photostats. Proofread layouts for accuracy.
- Handled maintenance and upgrades of Macintosh computers and peripherals including analyzing, selecting, and installing hardware and software.
- Represented organization at printers and film sources to ensure quality and cost control.

**representative  
client list**

Marketing/Communications Consultant/Writer, The Open Approach, Oak Brook, IL  
Marketing Communications Specialist/Graphic Designer, Our Sunday Visitor, Huntington, IN  
Communications Strategist, Copywriter & Consultant, Berman Printing, Cincinnati, OH  
Communications Strategist, TouchPoint Print Solutions, Oak Brook, IL  
Copywriter/Proofreader, Logica3, Ltd., West Dundee, IL  
Copywriter, Metro Infusion Center, Hillside, IL  
Copywriter/Graphic Designer, Brookwood School District, Ltd., Glenbrook, IL  
Copywriter, Career Education Center, Schaumburg, IL  
Copywriter, Creel Printing, Las Vegas, NV  
Copywriter, Bankers Life and Casualty Company, Chicago, IL  
Copywriter, Kaplan, Chicago, IL  
Copywriter/Editor, Shanley + Associates, Chicago, IL  
Proofreader, Gerard Design, Winfield, IL  
Marketing Strategist and Graphic Designer, ROI Management Group, Hoffman Estates, IL

**education**

Master of Arts, December 1994  
Specialization: Corporate Communications  
Northern Illinois University, DeKalb, IL GPA: 3.9/4.0 (attended on full academic scholarship)  
Bachelor of Arts, December 1989  
Major: Corporate Communications  
Northern Illinois University, DeKalb, IL

**additional  
background &  
merits**

IABC and Writing that Works Award recipient  
Business (Carient Communications) featured in *Kane County Chronicle* and *Press-Republican* newspapers  
Volunteer writer/proofreader for Illinois Special Olympics  
Volunteer writer for Conquer Chiari  
Certified Tax Aide, AARP  
Published in *Printing Impressions*, *PIFELines*, *PIA Forecast*, and *PrintWriter*  
Excellent oral and written communication skills. Proficiencies on Macintosh and Windows software including:

- Adobe Creative Suite (InDesign, Illustrator, Photoshop)
- Microsoft Word, Excel, and PowerPoint
- Adobe Acrobat
- WordPress
- Working knowledge of HTML and Dreamweaver

*References and portfolio furnished at interview.*

# CURRICULUM VITAE

## Felicia E. Trembath

15815 S. Lakewood Pkwy W # 1064  
Phoenix, AZ 85048

(765) 413-3570  
ftrembat@purdue.edu

### Education

**PhD Candidate in Epidemiology**, Purdue, West Lafayette, IN. January 2010 – present. Expected graduation August 2015. Research area: Health Policy, Breed Specific Legislation, Disease Surveillance Systems. Adviser: Alan Beck

**Masters of Public Health**, Purdue, West Lafayette, IN. December 2009. Thesis: “A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery.” Adviser: George Avery

**Masters of Public Health**, University of Texas Health Science Center- Dallas Branch, Dallas, TX. Concentration: Epidemiology and infectious diseases. Research interests: effect of diseases in animal population on human health, meningitis and school aged children. Degree not completed.

**Bachelors of Science**, Community Health Education, Brigham Young University, Provo, UT. April 2000. Research interests: needs assessments, program planning, historical significance of plague, genetic mutations conferring resistance to HIV infection.

### Honors and Awards

**Outstanding Student Abstract**, (2014), International Society for Disease Surveillance Conference, Philadelphia, PA.

**Health Systems Integration Program Fellow** (2014-2015), Centers for Disease Control, Phoenix, AZ.

**Invited Lecturer**, (March 2012) “Overview of Public Health” 4<sup>th</sup> year Veterinary Student Public Health Rotation, Purdue University, West Lafayette, IN.

**Bilsland Strategic Initiatives Fellow** (2010-2011), Purdue University, West Lafayette, IN.

**Invited Lecturer**, (April 2011) “How Guidelines Shape Policy” WALLA Health Economics Short Course, West Lafayette, IN.

**Invited Lecturer**, (September 2010) “Descriptive Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

**Invited Lecturer**, (Fall 2008) “Genetic Diseases and Other Inborn Errors” HK 365: Principles of Community Health Promotion, Purdue University, West Lafayette, IN.

**Invited Lecturer**, (April 2008) “Infectious Disease Epidemiology” HK 445: Principles of Epidemiology, Purdue University, West Lafayette, IN.

## **Research**

### **Publications**

Trembath, FE. The role of animal-assisted therapy for the cancer patient. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Animal exposure, asthma, and allergies. HABRI Central.org. 2015. HABRI Foundation. In press.

Trembath, FE. Implementation of electronic patient care records in the delivery of emergency medical services: A white paper for emergency medical service providers. 2014. Maricopa County Department of Public Health.

Trembath, FE. An analysis of the challenges and possible solutions for dog bite injury surveillance. *OJPHI*. In press.

Trembath, FE. Practitioner attitudes and beliefs regarding the role animals play in human health. HABRI Central.org. 2014. HABRI Foundation. February 24, 2015. <http://habricentral.org/resources/44219>.

**Trembath, FE, Beck, A. RE:** Preventable factors associated with dog bite fatalities [editorial]. *JAVMA*. 2014;245(1):39-41

### **Publications in Progress**

Trembath, FE. A meta-analysis of the effectiveness of breed specific legislation. (expected submission early Fall 2015)

Trembath, FE. The current status of breed specific legislation in the United States. (expected submission early Fall 2015)

**Trembath FE, Avery, G.** An analysis of the impact of obstetrical recommendations on the availability of vaginal birth after cesarean delivery. (expected submission Fall 2015)

### **Select Presentations**

Trembath, F. (December 2014). *An Analysis of the Challenges and Possible Solutions for Dog bite Injury Surveillance*, presented at ISDS annual conference, Philadelphia, PA.

Trembath, F. (April 2014). *Breed Specific Legislation in the United States: is it Effective or is the Ban Worse than the Bite?* Presented in CPB departmental seminar, West Lafayette, IN.

Trembath, F. (March 2014). *The Importance of Context when Analyzing Data*, presented in epidemiology group seminar, West Lafayette, IN.

- Trembath, F. (February 2014). *Evaluating Breed Specific Legislation*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (November 2013). *Analysis of Clustered Data*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (March 2012). *Understanding Risk Assessment*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (September 2012). *An Overview and Discussion of the Phenomenon of Vaccine Refusal*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (February 2012). *Infectious Disease Epidemiology: Select concepts and a Case Study*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (November 2011). *An Explanation and Application of Dummy Coding*, presented in epidemiology group seminar, West Lafayette, IN.
- Cahill K, Avery GH, **Trembath F**, Beck J, Trent E. (April 2011). *Working Together: An Examination of Integrated Health Care Delivery Systems in the United States and Recommendations for Future Reform Efforts*, panel presentation at MPSA Conference, Chicago, IL.
- Trembath, F. (April 2011). *Survey Implementation and Design: Survey Results and Lessons Learned*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (April 2011). *Unintended Outcomes in Pregnancies Complicated by Diabetes: Analysis of a Local Database*, poster presented at Chronic Disease Research Poster Session, West Lafayette, IN.
- Trembath, F. (November 2010). *The Move Towards "Voluntary" Accreditation in Public Health*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (April 2010). *An Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, presented in epidemiology group seminar, West Lafayette, IN.
- Trembath, F. (June 2009). *A Rhetorical Analysis of Obstetrical Recommendations for Vaginal Birth after Previous Cesarean Delivery*, poster presented at Academy Health conference, Chicago, IL.
- Trembath, F. (September 2008). *Analyzing the Rhetoric of Physician Oriented Literature on Vaginal Birth after Previous Cesarean Delivery*, poster presented at the RCHE conference, West Lafayette, IN.
- Trembath, F. (May 2005). *Sheridan Coordinated School Health Program's Activities and Successes*, poster presented to parents, teachers, and students at Sagebrush elementary school, Sheridan County School District #1, Sheridan, WY.
- Wyoming Department of Health Epidemiology Section. (August 2003). *Syndromic Surveillance for Bioterrorism Events*, group poster presented at CDC conference, Miami, FL.

Wyoming Department of Health Epidemiology Section. (August 2003). *Review of Statewide Bioterrorism Preparedness Exercises*, group poster presented at CDC conference, Miami, FL.

Utah Department of Health Environmental Epidemiology Section. (March, 2000). *Preliminary Results of the Relationship between Childhood Asthma and Environmental Hazards*, group poster presented at CDC conference, Atlanta, GA.

### **Select Research Projects**

*The Role of the Centering Model for Pregnancy in the Current Healthcare Climate.* Evaluated the current climate surrounding healthcare and the role that the centering model for pregnancy might play in meeting the six aims for improving healthcare created by The Institute of Medicine as well how it may factor into the mandate for Accountable Care Organizations established by the Patient Protection and Affordable Care Act. 2013.

*Concept Analysis: Locus of Control in Decision Making amongst Pregnancies Complicated by Diabetes.* Reviewed theories of external and internal locus of control in decision making. Applied knowledge of these theories to pregnancies complicated by diabetes to evaluate the decisions that are made in terms of diagnostic screening, cesarean sections, and surgical infections. 2013.

*Comparison of Screening Methods for Gestational Diabetes.* Evaluated the current screening methods for gestational diabetes, paying particular attention to the different diagnostic thresholds. Developed a study to evaluate the cost-effectiveness of one versus two step screening methods. 2013.

*An Evaluation of Vaccine Refusal.* Evaluated the concept of vaccine refusal by reviewing the historical background, the current literature, and identifying public health concerns. Identified key areas for future research and strategies to combat vaccine refusal. 2012.

*The Impact of Childcare Needs and Family Responsibilities on Graduate Students at Purdue University.* Analyzed the impact of childcare and family responsibilities on graduate students at Purdue. Researched and summarized available resources for students. 2011.

*Addressing Childhood Obesity in the City of Lafayette.* As part of a team, researched the issue of childhood obesity in Lafayette, Indiana and prepared a policy brief for the parks and recreation department on how they could assist in addressing the issue. 2011.

*A Review of the Current Knowledge and Attitudes Toward Public Health Accreditation.* Conducted a systematic review of the literature on public health accreditation. Identified key themes among articles that had been published and identified gaps in the current knowledge. 2010.

*Risk Perceptions and How Individual's Make Decisions in Areas of High Uncertainty.* Analyzed knowledge on risk perception and applied that to how individuals make medical decisions in the face of high uncertainty as to the outcomes. 2010

*The Moderating Effect of Severity on Estimation of Disease Frequencies.* Developed a theory for how the perceived severity of a disease may moderate a person's application of the recognition heuristic. Designed a study to test the hypothesis that the use of the recognition heuristic in estimations of disease frequencies is moderated by perceived severity of the recognized disease. 2010.

*Cesarean Sections in the United States.* Researched topics regarding cesarean sections in the United States, including reasons for the increase in the cesarean section rate, issues surrounding vaginal birth after a cesarean delivery, and professional guidelines that address cesarean sections. 2009-2010.

*Pregnancies Complicated by Diabetes.* Synthesized and analyzed local data on pregnancies complicated by diabetes. Reviewed background information and wrote a report summarizing findings. 2009.

*Applying Social Marketing Strategies to Breast Tissue Bank Donations.* Amalgamated current knowledge on two social marketing theories, and developed strategies for those theories to be applied to potential breast tissue bank donors in order to increase donations of health breast tissue. 2009.

*Myocardial infarction and EMS Response in Indiana.* Reviewed background and assisted with literature review of myocardial infarction and first responder response time and actions in Indiana. 2007.

*History of Meningitis Vaccinations.* Conducted literature review of the history of meningitis vaccinations in order to effectively evaluate the newly licensed vaccine, Menactra™. 2005

*Prevalence of Salmonella in Asymptomatic Shelter Cats.* Designed study to conduct random sample of shelter cats in Sheridan County in order to establish the carrier status of asymptomatic felines. 2005.

*Case Studies of Wyoming's four human plague cases.* Compiled records from Wyoming Department of Health and the CDC to evaluate all aspects of the four human cases of plague recorded in Wyoming. 2004.

*Aquatic Injury Reduction Project,* Texas Department of Health. Researched communities who had reduced aquatic injuries and deaths to identify effective strategies for lowering the aquatic injury rate in Texas. 2001.

## **Professional Development**

### **Certifications**

AHA First Aid and CPR Instructor, 2007 - present

**Professional Affiliations**

AcademyHealth

Arizona Public Health Association

Indiana Public Health Association

International Society for Disease Surveillance

Purdue Public Health Student Association

**Service**

International Society for Disease Surveillance, Board of Directors 2015- present

AzPHA, Annual Awards Selection Committee Member 2014

Primary Teacher, 8-9 year old class, Church of Jesus Christ of Latter-day Saints, 2014-present

Social Chair, Public Health Student Association, 2011-2012

INPHA Conference Volunteer, April 2011

HKGSO Philanthropy Committee Member, 2010-2012

Volunteer, Family Promise Organization, 2009- present

Assisted with message branding, Susan G. Komen Foundation, 2009

Data Collection Volunteer, Susan G. Komen Foundation, 2009

Volunteer, Lafayette Urban Ministry, 2008-present

MPH Internship, IU Arnett Health Endocrinology division, 2008-2009

President of Master of Public Health Student Panel 2008-2009

Spearheaded development of Masters of Public Health Student Panel

Data Collection Volunteer, PALS program, 2008-2009

Teacher, Church of Jesus Christ of Latter-day Saints, 2004-2005, 2009-present

Nursery Child Care worker, Church of Jesus Christ of Latter-day Saints, 2007-2009

Women's Organization President, Church of Jesus Christ of Latter-day Saints, 2005-2006

Redesigned public health information graphs, Texas Department of Health, 2001

Community Health Internship, Utah Department of Health, 2000

**Continuing Education**

Designing and Managing Public Health Information Systems, Public Health Informatics Institute, Atlanta, GA, Fall 2014

Summer Course in Biostatistics and Epidemiology, The Ohio State University, July 2008

Tickborne diseases in WY, Wyoming Department of Health, Cheyenne, WY, June 2004.

Grant Writing, AmeriCorps, Casper, WY, September 2006.

## Software Programs

Microsoft Office Suite™, Corel Word Perfect™, GIS™, SPSS™, SAS™, EpiInfo™

## Professional Experience

### Academic Teaching Positions

Summer 2010 Intro to Vet School (Summer Residential), Purdue University GERI. Instructor.  
Summer 2010 Astronomy (Super Summer), Purdue University GERI. Instructor.  
Spring 2010 Stress & Human Health (HK 233), Purdue University. Instructor.  
Summer 2009 Intro to Epidemiology (Summer Residential), Purdue University GERI. Instructor.  
Summer 2009 Spies Like Us (Super Summer), Purdue University GERI. Instructor.  
Spring 2009 Super Science (Super Saturday), Purdue University GERI. Instructor.  
Spring 2009 First Aid & CPR (HK 280), Purdue University. Instructor.  
Fall 2008 First Aid & CPR (HK 280), Purdue University. Instructor.  
Spring 2008 First Aid & CPR (HK 280), Purdue University. Instructor.  
Fall 2007 First Aid & CPR (HK 280), Purdue University. Instructor.  
Fall 1999 Human Development (FAMSC 210), BYU. TA.  
Winter 1999 Human Development (FAMSC 210), BYU. TA.  
Fall 1998 Human Development (FAMSC 210), BYU. TA.

### Research Positions

2011-2014 **Team member** on the HABRICentral project, which developed a platform to synthesize resources on human animal bond research. School of Veterinary Medicine, Purdue University, West Lafayette, IN.  
2010 **Lead researcher** evaluating childcare needs among graduate students. Office of Graduate Studies, Purdue University, West Lafayette, IN.  
2008-2009 **Team member** researching best practices in worksite wellness. Technical Assistance Program, Purdue University, West Lafayette, IN.  
2007 **Team member** researching rural cardiovascular outcomes. Health and Kinesiology Department, Purdue University, West Lafayette, IN.  
2000 **Team member** researching the spatial relationship between childhood asthma and environmental hazards. Environmental Epidemiology Section, Utah Department of Health, Salt Lake City, UT.

## Professional Positions

- 2014- present **HSIP Fellow**, Centers for Disease Control, Phoenix, AZ. Work on various informatics projects dealing with the integration of health systems and data. Assist with a ROI project for the dental sealant program run by the Office of Oral health. Lead data collection and analysis for a multi-state outbreak of Salmonella saintpaul and an outbreak of Campylobacter jejuni involving 100 persons.
- 2011- 2014 **Research Assistant**, Purdue University, West Lafayette, IN. Assist with the creation of the Human Animal Bond Research Institute (HABRI) at Purdue University. Help with the development and population of the interactive website. Compile and index individually authored chapters of relevant texts. Compose white paper briefs on various topics dealing with the human-animal bond relationship. Supervised undergraduate students working on various aspects of the project.
- 2007-present **Instructor**, American Heart Association, Dallas, TX. Teach various courses, including Heartsaver® first aid and CPR for the general public and Basic Life Support for healthcare professionals. Stay abreast of latest developments and updates to first aid and CPR protocol.
- 2010-2013 **Assistant Soccer Coach**, West Lafayette High School, West Lafayette, IN. Responsible for day to day operations of JV soccer team, including planning practices, developing game strategy, and coaching during games. Supervised JV coaching staff. Assisted with day to day operations of the Varsity team, including practices and game management.
- 2010 **Instructor**, Purdue University, West Lafayette, IN. Developed and delivered classroom curriculum for various courses. Created all grading criteria including exams, quizzes, and homework assignments.
- 2008-2009 **Worksite Facilitator and Trainer**, Technical Assistance Program, Purdue University, West Lafayette, IN. Assisted with the development, facilitation, and delivery of worksite wellness trainings for local manufacturing businesses. Synthesized databases of existing worksite information. Researched various topics and helped add to existing community resources database. Supervised trainers who assisted with projects and training development.
- 2008-2009 **Intern**, IU Arnett Health, Lafayette, IN. In charge of synthesizing and analyzing data on pregnancies complicated by diabetes that had been collected by endocrinology staff. Synthesized databases, reviewed data for errors, consulted patient records to locate as much missing information as possible. Analyzed data using logistic regression in SPSS™. Wrote and delivered a report summarizing my experiences and findings.
- 2007-2009 **Instructor**, Purdue University, West Lafayette, IN. Taught 7 sections, totaling 142 students. Developed and delivered classroom curriculum. Created all grading criteria including exams, quizzes, and homework assignments. Certified eligible students in AHA Heartsaver First Aid & CPR. Responsible for supervising other instructors teaching the same course.

- 2005-2006 **Americorps Vista**, Sheridan Community Education Foundation, Sheridan, WY. Oversaw fluoride rinse program, expanded program from 20% to 85% coverage of eligible children. Supported and developed Healthy School Teams at 4 locations. Lead teams in creating School Health Improvement Plans and implementing ideas. Responsible for data storage, management and analysis in order to evaluate program outcomes.
- 2002-2004 **Field Epidemiologist**, Wyoming Department of Health, Sheridan, WY. Followed up on reports of Rocky Mountain Spotted Fever, Colorado tick fever, tularemia, Hepatitis A, strep group A, viral meningitis, and West Nile virus for the entire state of Wyoming. Conducted outbreak investigations as necessary, including a salmonella outbreak at a dormitory school and a Norwalk outbreak in Yellowstone national park. Researched the history of tickborne diseases in Wyoming to identify historical trends. Involved with the creation of the statewide syndromic surveillance system to detect outbreaks and/or bioterrorism events.
- 2001 **Aquatics Director**, YWCA of Dallas, Dallas, TX. Supervised all pool operations and aquatic staff. Developed new programs to offer the community, including water exercise classes and CPR classes. Managed data systems for aquatics related events.
- 1997- 2000 **District Supervisor**, City of Austin Aquatics, Austin, TX. Supervised summertime operation of nine aquatic facilities and close to 100 staff members. Responsible for all aspects of pool operations, including staff scheduling and pool safety. Conducted ongoing employee training on a weekly basis. Certified to teach lifeguarding, CPR for the professional rescuer, and First Aid. Taught swimming lessons, and coached competitive swimming team.
- 2000 **Epidemiology Intern**, Utah Department of Health, Salt Lake City, UT. Researched and prepared reports on a wide array of topics, including soil contamination and rabies. Provided infectious disease information to the public. Abstracted, compiled, maintained, and analyzed data on the relationship between childhood asthma cases and the location of environmental hazards using GIS.
- 1998-1999 **Teaching Assistant**, Brigham Young University, Provo, UT. Assisted with 5 sections of class totaling over 1,000 students. Conducted review sessions, helped with classroom instruction, and taught class when necessary. Created and evaluated examinations. Graded written assignments. Supervised and trained other teaching assistants.

## References

Dr. Alan Beck, Director, Center of the Human-Animal Bond; Professor, Comparative Pathobiology, Purdue University, West Lafayette, IN 47907.

Tel: (765) 494-0854, email: [abeck@purdue.edu](mailto:abeck@purdue.edu)

Dr. George Avery, Health Services Researcher, American Health Data Institute, Indianapolis, IN 46250.

Tel: (765) 490-5178, email: [drgavery@hotmail.com](mailto:drgavery@hotmail.com)

Judy Stallman, State Supervisor, Wyoming Public Health Nursing, Division of Community & Public Health, Wyoming Department of Health, Sheridan, WY 82801

Tel: (307) 763-0931, email: [judy.stallman@wyoming.gov](mailto:judy.stallman@wyoming.gov)

**Adrienne Z. Udarbe, MS, RDN**  
1465 E. Tierra St. Gilbert, AZ 85297  
adrienneudarbe@pinnacleprevention.org  
(480) 415-4563

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## **Profile**

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Proven nutrition leader with over ten years of experience in professional practice in multiple public sector settings including government public health and nonprofit agencies. Expertise in administration of complex state and federal grants and programs. Proven leadership in facilitating teamwork and innovative policy, system, and environmental strategies across prevention initiatives. Skilled in budget management of approximately \$20 million of grant funding across multiple funding streams as well as staff training and development. Excels in community collaboration to advance nutrition and physical activity services in community settings with a focus on pediatric and early childhood strategies. Outstanding ability to communicate to both professional and lay stakeholders and target audience.

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## **Professional Experience**

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### **Pinnacle Prevention – Chandler, AZ (December 2013 - Present)**

#### **Executive Director**

- Nonprofit leadership dedicated to moving the organization towards established vision and mission while overseeing the day to day operations
- Develops, implements, and coordinates strategic plans and evaluation plans
- Develops budget and personnel planning and projections
- Oversight of community outreach, development, grant applications, and contracts
- Coordinates development of contract proposals and grant submissions
- Provides consultation, training, and technical assistance to community and public health partners
- Maintains and communicates knowledge of federal and state political environments impacting healthy eating and active living with emphasis on early childhood health initiatives
- Serves as subject matter expert for community partners in nutrition, physical activity, breastfeeding, and obesity prevention

### **Chandler Gilbert Community College – Gilbert, AZ (August 2014 - Present)**

#### **Adjunct Nutrition Teaching Faculty**

- Instructor of Fundamentals of Human Nutrition Course
- Advise allied health students on evidence-based nutrition care
- Develop and implement online instruction modules

**Arizona Department of Health Services – Phoenix, AZ (January 2008 – December 2013)**

**Community Programs Manager**

- Serves as program manager over Arizona Nutrition Network (SNAP-Ed); Women, Infants, and Children (WIC) high risk and special needs and obesity prevention; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower – Early Care and Education Child Care Programs; Health Impact Assessments (HIA); Healthy Community Design; School Health Initiatives; and Folic Acid Program with a combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops, implements, and coordinates program strategic planning and evaluation efforts
- Develops and implements program policies and procedures consistent with department strategies
- Oversight of public health policy initiatives and implementation of innovative approaches in community nutrition services, including policy, system, and environmental change strategies
- Coordinates population-based preventative care with healthcare providers and AHCCCS coordinators
- Provides training and technical assistance in response to bureau initiatives and strategic planning
- Provides subject matter expertise on community advisory panels and boards
- Provides nutrition and physical activity trainings in alignment with the social ecological model to various community nutrition groups

**Arizona WIC Public Health Nutrition Consultant (August 2006 - January 2008)**

- Serves as a program nutrition consultant to Arizona WIC Local Agencies with a budget of over \$11 million to ensure contract compliance with both state and federal regulations
- Writes parts of State Plan and policy and procedure manual
- Plans and develops the RFP for Statewide Training to implement and comply with federal requirements for Value Enhanced Nutrition Assessment
- Advises and provides technical assistance to local agencies in budgeting, program implementation, evidence-based nutrition and breastfeeding practices, and interprets federal rules and regulations
- Participates and coordinates with internal and external partners in public health nutrition programs
- Develops nutrition assessment and training materials for local agency staff

**Sun Valley Home Care and Hospice – Mesa, AZ (November 2006 – December 2013)**

**Clinical Dietitian**

- Dietetic Consultant for home health/hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

**American Red Cross – San Diego, CA (January 2004 – August 2006)**

**WIC Site Supervisor/Registered Dietitian**

- Dietitian and Site Supervisor for WIC agency with a participant caseload of 30,000
- Motivational counseling and community education in all aspects of nutrition
- Write and facilitate breastfeeding support classes/individual breastfeeding education
- Facilitate and teach maternal/pediatric nutrition education classes
- Individual nutrition education counseling for high risk low income populations
- Mentoring; training; community outreach

**Canyon Ranch SpaClub – Las Vegas, NV (May 1999 – January 2004)**

**Spa Wellness and Guest Services Supervisor**

- Honors ~ “Above and Beyond Staff Member”
- Managed guest and staff relations including team building and training development of team of 60
- Customer conflict resolution and problem solving
- Budgeting and financial management

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**National Professional Presentations**

- USDA Food and Nutrition Services Nutrition Symposium, 2013
- National Association for Family Child Care Annual Conference, 2013
- Weight of the Nation, Washington DC 2012
- Association of Maternal and Child Health Programs, Washington DC 2012
- National Initiative for Children’s Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
- Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011

(Numerous local and state-based presentations available upon request)

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**Media Experience**

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers’ Market Promotion Video

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**Awards and Recognitions**

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, *Let’s Move!* Recognition Award, May 2012

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**Education**

**Master of Science, Nutrition and Dietetics**

- Central Michigan University, Mt. Pleasant, MI

**Bachelor of Science, Nutrition Science**

- University of Nevada Las Vegas, Las Vegas, NV

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**Credentials**

**RDN, Registered Dietitian Nutritionist**

## **Publications**

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Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - *A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)*

## **Professional Memberships**

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- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics (AND) Member
  - Public Health Nutrition Dietetics Practice Group (DPG)
  - Hunger and Environmental Nutrition (HEN) Dietetics Practice Group (DPG)
- Arizona Academy of Nutrition and Dietetics (AZ-AND) Member, Public Policy Coordinator
- Local First Arizona
- Urban Land Institute

**Appendix B**

**Carient Communications Website Development Samples**

Magellan Investments: <http://magellaninvestments.com>



The screenshot shows the Magellan Investment Partners website. At the top left is the logo with a ship icon and the text "MAGELLAN INVESTMENT PARTNERS". To the right is a navigation menu with links: HOME, OPPORTUNITY, STRATEGY, TEAM, PORTFOLIO, CONTACT. The main content area features a large image of a door handle. The text reads: "Opportunity is knocking. At the end of Q1 2014, the vacancy rate for multifamily rental housing was at a historic low of 4%.\*" Below this is a "Learn More" link. A second section with an orange background says: "We're answering. Our team is acquiring and redeveloping multifamily properties in select domestic markets that demonstrate key fundamentals." This also includes a "Learn More" link.

The Cumberland Group: <http://cumberlandchicago.com/>



The screenshot shows the website for The Cumberland Group. The header features the "CUMBERLAND" logo and a navigation menu: HOME, FAST FACTS, SERVICES, EXPERIENCE, ABOUT, RESOURCES, CONTACT. The main banner image shows a person in a field with a path leading to the horizon. Text on the banner reads: "A path that avoids peril, takes advantage of opportunity, and drives 21st century success? It's there. Most people just don't see it." A "Click Here" button is present. To the right of the banner, it says: "The Cumberland Group transforms business performance improvement by focusing on the ingredients that distinguish between good enough and elite performance." Below the banner are four columns of content: "E-Apps for Performance Improvement" with a "Buy a Book" button, "WHAT WE DO" with a "Learn More" button, "INDUSTRY LEADERSHIP" with a video player, and "BUSINESS CONSORTIUMS" with a "Learn More" button. The footer contains copyright information for The Cumberland Group, Chicago, IL, and the year 2014.

FGMK: <http://www.fgmk.com/>

**FGMK**  
ASSURANCE • TAX • ADVISORY

APPLIANCES CLIENT ACCESS CONTACT

FIRM SERVICES INDUSTRIES PROFESSIONALS CAREERS NEWS & RESOURCES

## NextGen Family Business Summit

Please join us at the NextGen Family Business Summit March 3rd & 4th. [Learn More & Register](#)

**FGMK Office Locations:**

2801 Lakeside Drive 3rd Floor Barrackburn IL 60015	333 W. Wacker Drive 6th Floor Chicago IL 60606
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**Company News:**  
We are pleased to share with you the continued growth of FGMK.  
[Click Here to See Our Press](#)

The Open Approach: <http://www.theopenapproach.net/>

**THE OPEN APPROACH**  
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### Top Headlines

[The Open Approach Announces IPO/SPAC Ventures](#)

#### CURRENT INVESTMENT OPPORTUNITIES

**Print Provider**

- Established Profitable Direct Mail Business
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- Label Manufacturer Government or Job-Order Tactical Provider

**Private Equity**

- Seeking Private Equity Partners for Established High-Through Media in Regional Commercial Print, Other Format Print
- National Roll-Line Label, Digital, and Document Processing Strategy
- Connections with Prospective Buyers for Investment Opportunities
- Private CEO Candidates to Lead Top Strategies

Call 630-323-9700 for complete details.

**JOIN OUR MAILING LIST**

- Be the first to learn of investment opportunities. Sign up today to receive our special services, proprietary studies, and news releases as they become available. Email: [info@theopenapproach.net](mailto:info@theopenapproach.net)

### Welcome to The Open Approach!

The Open Approach is a distinguished M&A/investment banking firm focused exclusively on the graphic arts industry. Print veterans ourselves, we have spearheaded numerous value-enhancing transactions on behalf of our print provider and private equity firm clients.

Because of our industry-leading reputation and proven track record, we have been designated the exclusive M&A advisor of Printing Industries of America and Independent Printers Worldwide (IPW).

Peruse our website for details on specific services, opportunities, and achievements. Or, for more information or a free confidential consultation, call us at 630-323-9700, or email [info@theopenapproach.net](mailto:info@theopenapproach.net).

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### Virtual Data Room Log In

Please provide your username and password.

Username:

**Attachment C**

**Qualifications and Certification Form**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

---

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Certification**

**Purpose**

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

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

**Contract Number 021315 Public Health Emergency Preparedness Website Development**

The applicant submitting this Proposal warrants the following:

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

Pinnacle Prevention

3100 West Ray Road, Suite 201 Chandler, AZ 85226

Office (480) 415 - 4563 Mobile (480) 415 - 4563

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 for cause with Contractor (under your Contractor's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. Gila County reserves the right to request additional information.

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

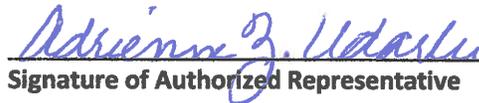
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Qualification & Certification continued...

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not applicable  
(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 Arizona License Number:** EIN 46-4574172/ City License #157046  
(If Applicable)

  
Signature of Authorized Representative

Adrienne Z. Udarbe, MS, RDN  
Printed Name

Executive Director  
Title

**Attachment D**

**Price Sheet**

REQUEST FOR SEALED PROPOSALS  
 BID NO. 021315  
**PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT**

**PRICE SHEET**

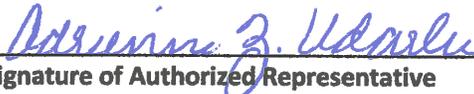
Please complete price sheet in its entirety for the services provided in RFP 021315 Public Health Emergency Preparedness Website Development .

Contractor Name: Pinnacle Prevention Phone No.: (480) 207 - 5955

COSTS	
<i>Public Health Emergency Preparedness Website Development</i>	\$ <u>45,000.00</u>
<b>TOTAL COST</b>	\$ <u>45,000.00</u>

**\*CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

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

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

Adrienne Z. Udarbe, MS, RDN  
 \_\_\_\_\_  
**Printed Name**

Executive Director  
 \_\_\_\_\_  
**Title**

**Attachment E**

**References List**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

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**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

**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:** The Open Approach (On Behalf of Carient Communications)  
Contact: Bob Cronin  
Phone: 630-323-9700  
Address: 45 Willow Crest Oak Brook, IL 60523  
Job Description: Website development for www.theopenapproach.net  
\_\_\_\_\_  
\_\_\_\_\_
  
2. **Company:** Logica3, Ltd. (On behalf of Carient Communications)  
Contact: Jeanne Thomson  
Phone: 847-836-3330  
Address: 130 Washington Street West Dundee, IL 60118  
Job Description: Website development for http://www.logica3.com/  
\_\_\_\_\_  
\_\_\_\_\_
  
3. **Company:** Our Sunday Visitor (On behalf of Carient Communications)  
Contact: John Christensen  
Phone: 800-348-2440 Ext. 2559  
Address: 200 Noll Plaza Huntington, IN 46750  
Job Description: Website development for https://www.osv.com/  
\_\_\_\_\_  
\_\_\_\_\_

Pinnacle Prevention in partnership with Carient Communications and Public Health Solutions

**Name of Business**

*Adesina Z. Udashu*  
**Signature of Authorized Representative**

Executive Director

**Title**

**Appendix F**

**No Collusion Certification**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF GILA            )

Adrienne Z. Udarbe  
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is  
Executive Director  
(Title)

Of Pinnacle Prevention and  
(Name of Business)

That he/she is submitting a proposal on **PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT , RFP NO. 021315** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

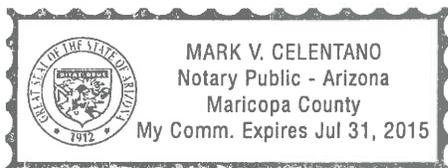
That neither he nor anyone associated with the said \_\_\_\_\_  
Pinnacle Prevention  
(Name of Business)

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

Pinnacle Prevention  
Name of Business

Adrienne Z. Udarbe *Adrienne Z. Udarbe*  
By

Executive Director  
Title



Subscribed and sworn to before me this 02 day of March, 2015.

*Mark V. Celetano*  
Notary Public

My Commission expires: 7/31/2015

**Appendix G**

**Intentions Concerning Subcontracting**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

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**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 021315 Public Health Emergency Preparedness Website Development** , my intention concerning subcontracting a portion of the work is as indicated below.

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

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

Adrienne Z. Udarbe  
**Signature of Authorized Representative**

Adrienne Z. Udarbe, MS, RDN  
**Printed Name**

Executive Director  
**Title**

**Pinnacle Prevention List of Subcontractors:**

**1) Carient Communications**

4709 E. Ironhorse Road

Gilbert, AZ 85297

(630) 945-5311

carient@sbcglobal.net

**2) Public Health Solutions**

15815 S. Lakewood Pkwy W, Unit 1064

Phoenix, AZ 85048

(765) 413 – 3570

fleatrembath@gmail.com

**Appendix H**

**Legal Arizona Workers Act Compliance**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

---

**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

Adrienne Z. Udarbe, MS, RDN  
\_\_\_\_\_  
Printed Name

Executive Director  
\_\_\_\_\_  
Title

**Appendix I**

**Checklist and Agenda Acknowledgment**

REQUEST FOR SEALED PROPOSALS  
 BID NO. 021315  
 PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

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

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this 27th day of February, 2015

Pinnacle Prevention  
 Contractor:  
Adrienne Z. Udarbe, Executive Director  
 By:

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 021315 Public Health Emergency Preparedness Website Development. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before March 06, 2015, by 11:00 AM.

**Appendix J**

**Offer Page**

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

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OFFER PAGE

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 021315 Public Health Emergency Preparedness Website Development**

Contractor Submitting Proposal:

For clarification of this offer, contact:

Pinnacle Prevention  
Company Name

Name: Adrienne Z. Udarbe, MS, RDN

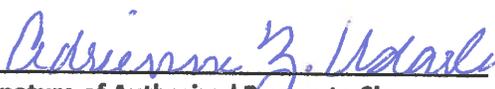
3100 West Ray Road, Suite 201  
Address

Phone No.: (480) 207 - 5955 or (480) 415 - 4563

Chandler                      AZ                      85226  
City                              State                      Zip

Fax (480) 550 - 8806

Email: adrienneudarbe@pinnacleprevention.org

  
Adrienne Z. Udarbe  
Signature of Authorized Person to Sign

Adrienne Z. Udarbe, MS, RDN  
Printed Name

Executive Director  
Title

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 021315  
PUBLIC HEALTH EMERGENCY PREPAREDNESS WEBSITE DEVELOPMENT

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

***The Offer is hereby Accepted:***

The Contractor Pinnacle Prevention is now bound to provide the materials or services listed in RFP No.: 021315 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. 021315. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

3/18/15  
\_\_\_\_\_  
Date



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

**Explanation of the Gila County Attorney's Office  
"Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

**Regular BOS Meeting**

<u>Meeting Date:</u>	06/09/2015		
<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>	FY2015 - FY2016	<u>Budgeted?:</u>	Yes
<u>Contract Dates Begin &amp; End:</u>	3/1/15 to 12/31/15	<u>Grant?:</u>	No
<u>Matching Requirement?:</u>	No	<u>Fund?:</u>	Replacement

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management Program Consultation Services for Operational Plans.

Background Information

Emergency Services is seeking \$10,000 in additional assistance from Willdan Homeland Solutions in the coordination and collaboration efforts of Emergency Services in meeting the federal grant obligations related to emergency management and compliance emergency preparedness plans. Emergency Services would like Willdan to provide additional operational and programmatic Emergency Management consultation services for planning deliverables required by the Arizona Department Emergency and Military Affairs (DEMA). As part of the contract to conduct Emergency Operations Plan development, Emergency Services would like to amend the contract to include design of a workshop for stakeholders. This workshop will meet our current DEMA deliverable of performing an exercise associated with our revised operation plans.

Evaluation

Willdan Homeland Solutions will conduct a facilitated workshop by means of a facilitated analysis of an emergency situation at the Gila County Emergency Operations Center. The workshop will address multiple functions of Gila County's Emergency Operations Plan. It will focus on the coordination, integration, and interaction of our organization's policies, procedures, roles, and responsibilities before, during, or after the simulated event as per the guidance in the plan. The workshop will be designed to elicit constructive discussion as participants examine and resolve problems based on our newly updated emergency operational plan and identify where the plans need to be refined. The success of the workshop will be largely determined by the expertise of the facilitation and the identification of problem areas. Willdan will conclude the workshop with a hot-wash discussion, after-action-report, and improvement plan.

Conclusion

Approval of this amendment will increase the award amount from \$45,000 by \$10,000 to \$55,000 which will allow Gila County Emergency Services to host a Homeland Security Exercise and Evaluation Program (HSEEP) compliant workshop. This workshop will meet the Emergency Management Program Grant (EMPG) deliverable of performing an exercise associated with our revised operation plans.

Recommendation

It is the recommendation of the Health & Emergency Services Division Director that the Board of Supervisors approve Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management Program Consultation Services for Operational Plans increasing the award amount from \$45,000 by \$10,000 to a new total contract amount of \$55,000 which will allow Gila County Emergency Services to host a HSEEP compliant exercise in order to meet the EMPG deliverable for testing our revision to the County Emergency Operations Plan.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 010815-1 - Emergency Management Program Consultation Services for Operational Plans increasing the current contract amount by \$10,000 for a new total contract amount of \$55,000, which will meet the Emergency Management Program Grant deliverable of performing an exercise associated with our revised Gila County Emergency Operations Plan. **(Michael O'Driscoll)**

Amendment No. 1

Professional Services Contract No. 010815-1

Legal Explanation

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## **AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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### **PROFESSIONAL SERVICES CONTRACT NO. 010815-1 EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES FOR OPERATIONAL PLANS**

#### **WILLDAN HOMELAND SOLUTIONS**

Effective March 04, 2015, Gila County and Willdan Homeland Solutions entered into a contract whereby Willdan Homeland Solutions agreed to provide Operational and Programmatic Emergency Planning Consultation Services for the development and/or update existing plan for emergency management plans, for a not to exceed amount of \$45,000.

Emergency Services would like to amend the contract to include design of a Workshop for Stakeholders, per Attachment "A" to **Amendment No. 1 to Professional Services Contract No. 010815-1**, by mention made a binding part of this agreement as set forth herein. The additional cost for this added scope of work is to be performed for an amount of Ten Thousand dollars and no/100's (**\$10,000**).

Amendment No. 1 to Professional Services Contract No. 010815-1 will serve to increase the contract amount by \$10,000 for a new contract amount of \$55,000. Contractor will continue to bill for services pursuant to the original contract, but in no event shall charges for the March 04, 2015 to December 31, 2015 contract exceed Fifty-five Thousand dollars **and no/100's (\$55,000)** without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**GILA COUNTY BOARD OF SUPERVISORS**

**WILLDAN HOMELAND SOLUTIONS**

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

*James E. Bailey*  
\_\_\_\_\_  
Signature of Authorized Representative

**ATTEST**

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

**APPROVED AS TO FORM**

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

**ATTACHMENT "A" TO AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES CONTRACT NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES FOR  
OPERATIONAL PLANS**

**WILLDAN HOMELAND SOLUTIONS**

Willdan will conduct a facilitated workshop by means of a facilitated analysis of an emergency situation at the Gila County Emergency Operations Center. The workshop will address multiple functions of Gila County's emergency operations plan. It will focus on the coordination, integration, and interaction of our organization's policies, procedures, roles, and responsibilities before, during, or after the simulated event as per the guidance in the plan. The workshop will be designed to elicit constructive discussion as participants examine and resolve problems based on our newly updated emergency operational plan and identify where the plans need to be refined. The success of the workshop will be largely determined by the expertise of the facilitation and the identification of problem areas. Willdan will conclude the workshop with a hot-wash discussion, after-action-report, and improvement plan.

REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS

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QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

**Purpose**

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

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

**Contract Number 010815-1 Emergency Management Program Consultation Services for Operational Plans**

The applicant submitting this Proposal warrants the following:

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

Willdan Homeland Solutions

1440 E. Missouri Avenue, Suite C170, Phoenix, Arizona 85014

602-315-4263

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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. Gila County reserves the right to request additional information.

**REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS**

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Qualification & Certification continued...

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** 131%  
(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 Arizona License Number:** F1705117-4  
(If Applicable)

James E. Bailey  
**Signature of Authorized Representative**

James E. Bailey  
**Printed Name**

President and Chief Executive Officer  
**Title**

**REQUEST FOR SEALED PROPOSALS  
 BID NO. 010815-1  
 EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
 FOR OPERATIONAL PLANS**

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 010815-1 Emergency Management Program Consultation Services for Operational Plans.

**Contractor Name:** Willdan Homeland Solutions

**Phone No.:** 602-315-4263

<b>COSTS</b>	
Gila County Emergency Operations Plan Revision <b>SOUTHERN GILA COUNTY OPERATIONAL PLANS</b>	\$ <u>22,500</u>
Gila County Tactical Interoperable Communications Plan Development <b>NORTHERN GILA COUNTY OPERATIONAL PLANS</b>	\$ <u>22,500</u>
<b>TOTAL COST</b>	\$ <u>45,000</u>

**\*CONTRACTOR SHALL ATTACH A SHEET TO THE PRICE SHEET SHOWING THE BREAK DOWN AND DETAILED DESCRIPTION OF EACH OF THE ABOVE COSTS.**

See attached sheet on following page for pricing breakdown and detailed description of each of the above costs.

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

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

James E. Bailey  
 \_\_\_\_\_  
**Printed Name**

President and Chief Executive Officer  
 \_\_\_\_\_  
**Title**



## Cost Breakdown

The following tables detail a breakdown of our proposed costs for both the Southern Gila County Wildfire Protection Plan and the Northern Gila County Wildfire Protection Plan. The following costs, provided by milestone, are all-inclusive of travel and other direct costs.

GILA COUNTY EMERGENCY OPERATIONS PLAN (EOP) REVISION	
<i>Milestone</i>	<i>Cost</i>
Kick Off Meeting	\$500
Discovery	\$1,000
Planning Meeting 1	\$2,500
Draft Plan	\$6,500
Planning Meeting 2	\$2,500
Final Draft Plan	\$8,000
Final Plan Approval	\$1,500
<b>TOTAL COST</b>	<b>\$22,500</b>

GILA COUNTY TACTICAL INTEROPERABLE COMMUNICATIONS PLAN (TICP) DEVELOPMENT	
<i>Milestone</i>	<i>Cost</i>
Kick Off Meeting	\$500
Discovery	\$1,000
Planning Meeting 1	\$2,500
Draft Plan	\$6,500
Planning Meeting 2	\$2,500
Final Draft Plan	\$8,000
Final Plan Approval	\$1,500
<b>TOTAL COST</b>	<b>\$22,500</b>

**REQUEST FOR SEALED PROPOSALS**  
**BID NO. 010815-1**  
**EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES**  
**FOR OPERATIONAL PLANS**

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**REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

**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:** Greenlee County Government  
**Contact:** Steve Rutherford, Director of Health  
**Phone:** 928-865-2601  
**Address:** 253 Fifth Street, PO Box 908, Clifton, AZ 85533  
**Job Description:** Willdan provided technical expertise and plan development to the Greenlee County Health Department (GCHD) in support of the participation in the Project Public Health Ready (PPHR) program and subsequent accreditation. This included the revision and updating of various health department plans including the GCHD All-Hazards Emergency Operations Plan so it could meet the PPHR Evident Elements. Subsequent contractual support included the creation of a GCHD Continuity of Operations Plan (COO and a Pandemic Influenza COOP. Willdan is currently developing the Community Health Assessment (CHA) Community Health Improvement Plan (CHIP), and the County Health Department Strategic Plan.
  
2. **Company:** County of Riverside, County Fire Department, Office of Emergency Management  
**Contact:** Peter Lent, Deputy Director of Emergency Services  
**Phone:** 951-955-4700  
**Address:** 4080 Lemon Street, Riverside, CA 92501  
**Job Description:** Willdan developed and Emergency Operations Plan (EOP) compliant with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS), the Incident Command System (ICS) and the guidance of CPG10. This project included development of 22 additional annexes for the EOP, which included an Emergency Operations Center (EOC) manual and customized checklists for the Riverside Operational Area EOC.
  
3. **Company:** Los Angeles County Department of Public Health  
**Contact:** Mike Contreras, Director of Emergency Operations  
**Phone:** 213-250-8681  
**Address:** 600 S. Commonwealth Avenue, Suite 700, Los Angeles, CA 90005  
**Job Description:** Willdan developed a Tactical Communications Plan (TICP) for the County in which Willdan detailed and codified the Department two-way radio, land line, and cellular communications devices into a tactical communications plan. Willdan conducted outreach and stakeholder meetings to gather information and establish functional needs for the Department. The resulting plan detailed methods used by the Department to communicate in preparation for, during, and as a result of emergencies and disaster operations, including current Federal Communications Commission rules of use and NIMS requirements for communications.

Willdan Homeland Solutions

**Name of Business**

James E. Bailey

**Signature of Authorized Representative**

James E. Bailey, President and Chief Executive Officer

**Title**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

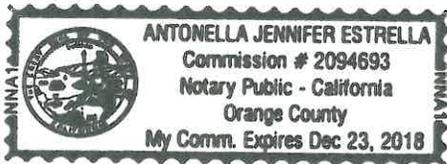
On Feb. 17, 2015 before me, Antonella Estrella, Notary Public

personally appeared JAMES E. Bailey  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Antonella Estrella  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS**

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**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 010815-1 Emergency Management Program Consultation Services for Operational Plans**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

James E. Bailey  
\_\_\_\_\_  
**Printed Name**

President and Chief Executive Officer  
\_\_\_\_\_  
**Title**

**REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS**

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**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**

James E. Bailey  
\_\_\_\_\_  
**Printed Name**

President and Chief Executive Officer  
\_\_\_\_\_  
**Title**

REQUEST FOR SEALED PROPOSALS  
 BID NO. 010815-1  
 EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
 FOR OPERATIONAL PLANS

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

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

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:** No Addenda

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

Signed and dated this 17th day of February, 2015

Willdan Homeland Solutions

Contractor:

James E. Bailey, President and Chief Executive Officer

By: James E. Bailey

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 010815-1 Emergency Management Program Consultation Services for Operational Plans. All proposals shall be filed with the Gila County Finance Department Division in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before February 20, 2015, by 11:00 AM.

REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 010815-1 Emergency Management Program Consultation Services for Operational Plans**

**Contractor Submitting Proposal:**

**For clarification of this offer, contact:**

Willdan Homeland Solutions

Company Name

Name: Eliza Gregory Coll, MHA, CEM

1440 E. Missouri Avenue, Suite C170

Address

Phone No.: 602-315-4263

Phoenix

Arizona

85014

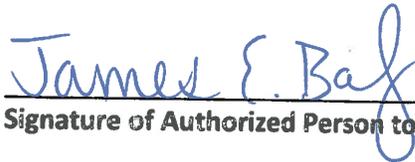
City

State

Zip

Fax 714-937-8085

Email: ecoll@willdan.com



Signature of Authorized Person to Sign

James E. Bailey

Printed Name

President and Chief Executive Officer

Title

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

REQUEST FOR SEALED PROPOSALS  
BID NO. 010815-1  
EMERGENCY MANAGEMENT PROGRAM CONSULTATION SERVICES  
FOR OPERATIONAL PLANS

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**ACCEPTANCE OF OFFER**

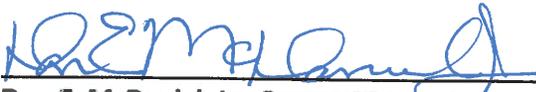
(For Gila County use only)

***The Offer is hereby Accepted:***

The Contractor Willdan Homeland Solutions is now bound to provide the materials or services listed in RFP No.: 010815-1 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as Contract No. 010815-1. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, Jr., County Manager

3/4/15  
\_\_\_\_\_  
Date

## Brief History of Contractor

**Willdan Homeland Solutions (Willdan)** is a preeminent full services homeland security professional services firm that has provided planning, training, exercise, and communications technologies support to public health departments, hospitals, public safety agencies, state and local jurisdictions throughout the United States since our inception in 2004.

Specifically, we have provided public health preparedness planning services to each of the 15 counties in Arizona including Gila County. The following three projects detail our recent Gila County experience which serve as an advantage to our team on this project as we are intimately familiar with the agencies within the county and their processes. Further, we have already reviewed several planning documents which will provide our team with further insight to the County's response plans.

### Communication Exercise Support Project

Willdan provided planning, conduct and evaluation of two communication exercises, including one tabletop and one functional exercise for the purpose of testing and enhancing the County's interoperable communications plans and protocols. The exercises included emergency response disciplines, volunteer groups including RACES and CERT and private sector resources (hospitals). A public information component will also be included in this exercise. The tabletop exercise tested communications with county, city and town Emergency Operations Centers, emergency response agencies and local hospitals, utilizing the Nxt Communicator. The functional exercise tested deployment of TOAD3, use of the AIRS frequency, 800 MHz EOC network and provided agencies an opportunity to make use of regional NIMS and ICS training.

*Willdan involvement in this project helped strengthened communications with county Emergency Operations Centers by assisting emergency response agencies, volunteer groups and private sector (hospitals) to review and enhance communications plans and protocols, both county and region-wide.*

Willdan tested county emergency operations center interoperable communications resources, plans, protocols and infrastructure for the purpose of identifying shortfalls and developing corrective actions. By collaborating with local emergency response agencies, volunteer groups and private sector (hospitals), Willdan assisted the involved agencies to update emergency communications plans and protocols, with the final outcome being improved emergency communication and information between responders, private entities and the public.

### Project Public Health Ready (PPHR) Planning Support

Gila County requested support from Willdan in the successful completion of the county's 2009-2010 Project Public Health Ready tasks. Support from Willdan included:

- Compiling and writing the Executive Summary
- Goal II: Workforce Capacity Development (all sections). Gathering and development of the county's workforce development plan.
- Goal III: Exercise/Real Event

### Emergency Management Services:

- Public health preparedness and emergency management planning support services
- Communications interoperability and technology solutions
- Homeland Security Exercise and Evaluation Program (HSEEP) exercises
- Public safety and emergency management training, including DHS certified NIMS training
- Hazard mitigation planning
- Terrorism threat and vulnerability assessments
- Infrastructure protection evaluations

- Assisting with organizing and compiling AAR/H1N1 info to meet capability using existing data, including attending the H1N1 debriefing on April 28th, 2010
- Assisting with completing the crosswalk to ensure all areas were adequately addressed prior to submission.
- Compiling of all PPHR documents in accordance with PPHR guidance.

### Pandemic Influenza Tabletop Exercise

The counties of Greenlee, Graham, Santa Cruz, Gila, Cochise and Pima requested support from Willdan in the design, development and evaluation of one pandemic influenza tabletop exercise. The exercise utilized H1N1 pandemic influenza funds and met the objective to provide a regional perspective and discussion on challenges, best practices and lessons learned during the 2009/2010 H1N1 response. There were 56 participants in this event, including representation from Arizona Department of Health Services and Arizona Division of Emergency Management.

### *Subject Matter Expert Staff*

What differentiates Willdan from others is our staff's uniquely credible and practical expertise, as well as our ability to offer clients a one-stop shop to meet all of their public safety and homeland security needs. With extensive hands-on experience in local, state, and federal agencies, our outstanding professionals have served as incident commanders, emergency managers, first responders, and investigators.

Each Willdan project team member has an impeccable professional record, possesses formal educational experience and is highly credible and skilled in varied disciplines. The Willdan team also has the availability of a variety of mid-level and support staff to assist with this project. These team members may be utilized for project research, editing and administrative support.

### *Emergency Preparedness Planning*

The act of writing an emergency plan serves as a catalyst for improved safety and security to reduce the risk of an emergency or disaster. The professionals at Willdan have extensive hands-on experience and offer services in reviewing, evaluating, designing, and implementing a multitude of emergency plans.

### *NIMS Compliance*

Since our inception in 2004, the National Incident Management System (NIMS) has been at the center and the basis of all our core business services, which include homeland security, emergency management, and public safety planning, training, and exercises.

For over 10 years, Willdan has been the "go to" company for public health, public safety and emergency management training. Our U.S. Department of Homeland Security (USDHS) certified approved courses have taught over 10,000 first responder personnel and produced over 1,800 NIMS instructors.

Willdan personnel are imbued with a thorough understanding of emergency management systems and functions, including NIMS, the Incident Command System (ICS), and the National Response Framework (NRF). Willdan understands how these systems are implemented and work together in response to an emergency. Furthermore, Willdan was at the forefront of the Federal mandate for training in NIMS and ICS and has trained and certified more than 10,000 public agency employees in the NIMS emergency management curriculum.



## Proposed Approach

### Proven Project Team

As a best practice, our project teams are task-organized based on function and subject matter to offer our clients the right mix of personnel who are supported by a cadre of subject matter experts and administrative staff. For this project, Willdan has specifically assembled a project team skilled in plan development and communication with experience working with local emergency management.

Our Project Manager and primary point of contact for all services to be provided to Gila County, Mrs. Eliza Coll, MHA, CEM, has over 10 years of experience working with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing. For the past 5 years, Mrs. Coll has worked in Arizona with local health departments and local emergency management on planning, training, and exercise projects.

#### Primary Point of Contact

Eliza Coll, MHA, CEM  
Project Manager  
602-315-4263 (cell)

Ms. Denise Davis will serve as the Emergency Operations Planning Subject Matter Expert. Ms. Denise Davis, CEM, brings over 25 years of emergency management experience to this project, and is a Certified Emergency Manager with the International Association of Emergency Managers.

Ms. Davis served as the Emergency Services Coordinator for the City of Cypress for over 20 years while working within the Police Department. She was responsible for the overall emergency management of the City and authored the City's Emergency Operations Plan (EOP), the City's Emergency Operations Center (EOC), instructed City personnel in their emergency roles and responsibilities, and prepared and conducted the City's field and EOC emergency exercises under the Homeland Security Exercise and Evaluation Program (HSEEP) program. Denise managed the Federal and State emergency managements grants, reimbursement claims for three federally declared disasters, and coordinated several local emergencies.

Denise has written emergency operations plans for several cities, counties, functional departments, and school districts. These plans are NIMS and SEMS compliant, and incorporate State and Federal guidelines for populations with Access and Functional Needs, PETS Act guidelines for evacuation of pets and service animals, and overall emergency management responsibilities for a city or Operational Area and its employees, citizens, and visitors.

Denise has developed several Emergency Operations Center training courses and written EOC procedural manuals for many agencies and also instructs many of these courses.

Denise recently created basic and advanced web-based communications training courses for emergency responders in the 11-county Southern Planning Area region. These courses are being used to train law enforcement, fire services, emergency medical services, and non-public safety emergency responders in communications and interoperability solutions.

Additionally, Ms. Wendy Kleinman, MPH, MEP, will serve as the back-up to the Project Manager, as the Planning Subject Matter Expert. Ms. Kleinman, holds a **Master of Public Health degree**, is a certified Master Exercise Practitioner, and has over 12 years of experience working with local health departments and local emergency management on planning, training, and exercise projects, including 12 years working in Arizona.

Mr. Mike Hooper, MEP, will further augment the team and serve as Planning Subject Matter Expert. Mr. Hooper, a Master Exercise Practitioner, is a highly skilled emergency management, homeland security, terrorism prevention, and disaster preparedness, response, and recovery professional, with over 10 years of experience in emergency management and homeland security related activities, including: planning over 75 HSEEP exercises of varying size and complexity; developing emergency operations, response, and recovery, and continuity plans; and delivering various types of emergency management training. In addition, Mike has experience in emergency operations center activities at the local, state level, and federal level, extensive experience supporting state and regional Fusion Centers and intelligence activities, and working with a variety of homeland security and emergency management grant programs.

Finally, Ms. Patty Magallanes and Ms. Shadi Kia will provide logistical support in the capacities of graphic design and billing. Both Patty and Shadi have extensive experience working with our team on these types of projects, and specifically for Gila County.

### *Understanding Your Project Goal*

Willdan will ensure that the overall goal of this project—to contribute to the development of emergency preparedness plans that achieve best practice emergency outcomes based on federal regulations and client expertise and experience relative to evidence-based public health planning—will be met and exceeded. Willdan understands these plans impact and involve all services within Gila County Division of Health and Emergency Services (GCDHES), and will take great care in delivering the highest quality product.

### *Contract Kick Off Meeting*

Upon finalizing contract details, the Willdan team will conduct a “Kick Off Meeting” by March 2015 with the Gila County leads to review the project scope and timeline, to identify any stakeholders to participate in the plan working groups, and to receive any existing plans or protocols for reference. At this time, Willdan will provide contact information for the primary (Mrs. Coll) and secondary (Ms. Kleinman and Ms. Davis) points of contact.

### *Emergency Operations Plan Revision*

After the Contract Kick Off Meeting has been held to confirm the Scope of Work and discuss project logistics (project timeline, meeting locations, etc.), Willdan will develop a project plan and begin the Discovery, or plan review, phase.

The Willdan team will conduct a review of the current Gila County Emergency Operations Plan and other county documents, plans and procedures to determine the critical planning elements that are missing from the plan. Willdan will conduct a project manager meeting and departmental meetings to maximize staff input during the plan development process. Additionally, Willdan will conduct public outreach and coordinate with agency response partners and stakeholders to provide and garner information.

As a result of the information gathered and stakeholder meetings, Willdan will write a draft plan that incorporates recent emergency plan requirements and input from departmental representatives. Once the draft plan is complete, it will be presented for review. After a review period, any comments or changes will be incorporated into the plan and the plan will be presented as a final version. Willdan will deliver the final plan for review and approval for adoption.



### Tactical Interoperable Communications Plan Development

After the Contract Kick Off Meeting has been held to confirm the Scope of Work and discuss project logistics (project timeline, meeting locations, etc.), Willdan will develop a project plan and begin the Discovery, or plan review, phase.

The Willdan team will conduct a review of existing relevant county documents, plans, and procedures. Willdan will conduct additional meetings with all stakeholders to collect all additional communications data for the plan. These meetings may take place individually, or as a collective group, at the convenience and recommendation of the participants.

Upon receiving the key information, Willdan will write a draft TICP that incorporates data gathered through stakeholders and present a draft TICP for review to all participating agencies. Willdan will deliver the final plan for review and approval by the County.

### Adherence to Project Timeline

Willdan will meet or exceed the timeline to begin the project by March 2015, and submit final plans no later than December 31, 2015. Our locally based staff and our extensive Gila County experience will ensure our team's ability to meet or exceed GCDHES' project deadline. In addition to the identified meeting schedule discussed above, Willdan will also be available for additional ad hoc meetings via phone or in person as necessary. The following tables detail the project milestones and dates, staffing, tasks and deliverables for both the Emergency Operations Plan Revision and Tactical Interoperable Communications Plan Development.

GILA COUNTY EMERGENCY OPERATIONS PLAN (EOP) REVISION		
Milestone and Date	Staffing	Tasks and Deliverables
<b>Kick Off Meeting</b> March 18, 2015	- Willdan - Gila County Project Lead(s)	<ul style="list-style-type: none"> <li>✓ Review project scope, timeline</li> <li>✓ Identify working group</li> <li>✓ Discuss draft Plan outline</li> <li>✓ Receive any existing plans or protocols</li> </ul> <p><i>Note: may be held at same time as TICP Kick Off Meeting</i></p>
<b>Discovery</b> March 2015	- Willdan	<ul style="list-style-type: none"> <li>✓ Review existing plans</li> <li>✓ Review relevant best practices, planning guidance</li> </ul>
<b>Planning Meeting 1</b> April 29, 2015	- Willdan - EOP Working Group	<ul style="list-style-type: none"> <li>✓ Review draft Plan outline</li> <li>✓ Gather information and feedback from Working Group</li> <li>✓ Develop Meeting minutes</li> </ul>
<b>Draft Plan</b> June 2015	- Willdan	<ul style="list-style-type: none"> <li>✓ Revise plan</li> <li>✓ Reach out to Working Group members as needed throughout plan development</li> <li>✓ Submit draft Plan to Working Group for review</li> </ul>
<b>Planning Meeting 2</b> August 12, 2015	- Willdan - EOP Working Group	<ul style="list-style-type: none"> <li>✓ Review of draft plan</li> <li>✓ Gather information and feedback from Working Group</li> <li>✓ Develop Meeting minutes</li> </ul>
<b>Final Draft Plan</b> October 2015	- Willdan - Southern Gila County CWPP Working Group	<ul style="list-style-type: none"> <li>✓ Develop final draft for review by working group</li> <li>✓ Post draft plan on Gila County Website for 30 day period for public comment</li> </ul>
<b>Final Plan Approval</b> November 30, 2015	- Willdan - Gila County	<ul style="list-style-type: none"> <li>✓ Incorporate feedback and comments into final draft</li> <li>✓ Submit final Plan to Gila County</li> </ul>



**GILA COUNTY TACTICAL INTEROPERABLE COMMUNICATIONS PLAN (TICP) DEVELOPMENT**

<i>Milestone and Date</i>	<i>Staffing</i>	<i>Tasks and Deliverables</i>
<b>Kick Off Meeting</b> March 18, 2015	- Willdan - Gila County Project Lead(s)	<ul style="list-style-type: none"> <li>✓ Review project scope, timeline</li> <li>✓ Identify working group</li> <li>✓ Discuss draft Plan outline</li> <li>✓ Receive any existing plans or protocols</li> </ul> <p><i>Note: may be held at same time as EOP Kick Off Meeting</i></p>
<b>Discovery</b> March 2015	- Willdan	<ul style="list-style-type: none"> <li>✓ Review existing plans</li> <li>✓ Review relevant best practices, planning guidance</li> </ul>
<b>Planning Meeting 1</b> April 29, 2015	- Willdan - TICP Working Group	<ul style="list-style-type: none"> <li>✓ Review draft Plan outline</li> <li>✓ Gather information and feedback from Working Group</li> <li>✓ Develop Meeting minutes</li> </ul>
<b>Draft Plan</b> June 2015	- Willdan	<ul style="list-style-type: none"> <li>✓ Revise plan</li> <li>✓ Reach out to Working Group members as needed throughout plan development</li> <li>✓ Submit draft Plan to Working Group for review</li> </ul>
<b>Planning Meeting 2</b> August 26, 2015	- Willdan - TICP Working Group	<ul style="list-style-type: none"> <li>✓ Review of draft plan</li> <li>✓ Gather information and feedback from Working Group</li> <li>✓ Develop Meeting minutes</li> </ul>
<b>Final Draft Plan</b> October 2015	- Willdan - Southern Gila County CWPP Working Group	<ul style="list-style-type: none"> <li>✓ Develop final draft for review by working group</li> <li>✓ Post draft plan on Gila County Website for 30 day period for public comment</li> </ul>
<b>Final Plan Approval</b> November 30, 2015	- Willdan - Gila County	<ul style="list-style-type: none"> <li>✓ Incorporate feedback and comments into final draft</li> <li>✓ Submit final Plan to Gila County</li> </ul>



## Minimum Qualifications

Willdan is the best choice for the GCDHES Emergency Management Program Grant (EMPG) to provide operational and programmatic Emergency Management consultation services for planning deliverables required by the Arizona Department Emergency Management (ADEM) as we fully meet and exceed the minimum qualifications listed in the RFP as detailed in the table below. Willdan will assist with the coordination and collaboration efforts of the GCDHES in meeting the federal grant obligations related to emergency management and compliance emergency preparedness plans.

QUALIFYING EXPERIENCE	WILLDAN FULFILLMENT
<p><i>Individual or agency that employs a Master of Public Health.</i></p>	<ul style="list-style-type: none"> <li>- All members of the Willdan team have high ranking education and credentials that exceed qualifying experience for this project.</li> <li>- Specifically:                             <ul style="list-style-type: none"> <li>- Our Planning Subject Matter Expert, Ms. Wendy Kleinman, holds a Master of Public Health</li> <li>- Our Project Manager, Ms. Eliza Coll, is a Certified Emergency Manager and holds a Master of Healthcare Administration</li> <li>- Our Emergency Operations Subject Matter Expert, Ms. Denise Davis, is a Certified Emergency Manager</li> <li>- Our Planning Subject Matter Expert, Mr. Mike Hooper, is a Master Exercise Practitioner and has extensive operation plan experience</li> </ul> </li> </ul> <p><i>Our team's education and credentials are in direct parallel with the subject matter of this project and provides the GCDHES with the unmatched technical expertise and knowledge needed to make this project a success for the County.</i></p>
<p><i>Five (5) years of experience working with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing.</i></p>	<ul style="list-style-type: none"> <li>- Not only has our firm provided Public Health Preparedness and Emergency Management program, NIMS compliance and plan writing services for over 10 years to agencies similar to the GCDHES, but each of our team members have as well.</li> <li>- Our Project Manager and Primary Point of Contact, Mrs. Eliza Coll, has over ten (10) years of experience with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing.</li> <li>- Both of our Subject Matter Experts each have over ten (10) years of experience with Public Health Preparedness and Emergency Management programs, NIMS compliance, and plan writing.</li> <li>- Further, our project team members have recent, direct Gila County experience, which provides our team with agency familiarity.</li> </ul>
<p><i>Experience with local public health agencies using grant management principles is preferred, but not required.</i></p>	<ul style="list-style-type: none"> <li>- The Willdan team has experience with local public health agencies using grant management principles. Specifically, Willdan has worked with each of the 15 counties in Arizona, as well as other local public health agencies across the nation.</li> </ul> <p><i>This local public agency experience will enable our team to implement lessons learned and best practices gleaned from the successful completion of similar projects for similar agencies to this project, thus resulting in the most efficient team and project for the GCDHES.</i></p>

### Resumes

To further exemplify the superior qualifications and directly relevant technical experience of our proposed team, on the following pages we have included resumes of our key personnel, including our Project Manager and Point of Contact (Eliza Coll), Planning Subject Matter Expert (Wendy Kleinman), and Emergency Operations Planning Subject Matter Expert (Denise Davis).

## Eliza Gregory Coll, MHA, CEM

Project Manager and Primary Point of Contact

### Education

Master, Healthcare  
Administration,  
Simmons College,  
Boston, MA

Bachelor of Science, Health:  
Science, Society and  
Policy (HSSP)  
Brandeis University,  
Waltham, MA

### Registration/ Certifications

Hazmat Operations Level B  
and Level C certified

FEMA ICS/NIMS training:  
IS-100, IS-200, IS-300,  
IS-400, IS-700, IS-800,  
HSEEP

Certified Emergency  
Manager (CEM, International  
Association of Emergency  
Managers)

### Affiliations

American College of  
Healthcare Executives

International Association of  
Emergency Managers

### 9 Years' Experience

**Mrs. Eliza Gregory Coll** is an emergency management professional with over nine years of experience in hospital emergency management, state public health emergency preparedness, and consulting with local, county, and state clients. Her operational emergency management experience encompasses training, development and conduct of exercises; plan and policy development; and in-depth project and personnel management. Mrs. Coll has earned designation as a Certified Emergency Manager. She is equipped to operate across diverse organizational cultures, and to manage and facilitate group collaboration. Mrs. Coll has successfully managed budgets and grants, assessed and set work plans, and managed wide ranging projects through to completion.

### Relevant Experience

**Willdan Homeland Solutions, Phoenix, Arizona. Emergency Management and Public Health Preparedness Consultant.** Provides subject matter expertise in the development of emergency preparedness trainings and exercises utilizing Homeland Security Exercise and Evaluation Program (HSEEP) methodology, and development and revisions to a variety of emergency preparedness planning and response documents. Contracted work with state, county, and local clients for customized, agency-specific products. Examples of work include the creation or revision of written plans, the development and conduct of HSEEP compliant exercises, and relevant training and workshop delivery. Some recent projects include:

- **Maricopa County Department of Public Health (MCDPH) 2013 Strategic National Stockpile Full Scale Exercise.** Developed materials for and facilitated conduct and evaluation of full scale exercise with MCDPH and its Cities Readiness Initiative (CRI) co-recipient Pinal County Public Health Services District. During the three day exercise, MCDPH activated the Public Health Incident Command Center, (2) Receipt Stage and Store Warehouses, and (12) Closed Point of Dispensing Sites. There were over 2000 participants from 21 agencies.
- **Maricopa County Department of Public Health 2013 Community Disaster Resilience Workshop and Tabletop Exercise.** Developed materials for and facilitated conduct and evaluation of an interactive workshop and tabletop exercise engaging community partners from over 30 organizations including state and local emergency response agencies, private business, hospitals and healthcare, faith-based, schools, and other disciplines.
- **Orange County Health Care Agency (OCHCA) 2013 Statewide Exercise Series.** Designed, conducted, and evaluated participation in the California Statewide Exercise tabletop and functional exercises for OCHCA and healthcare participants. The scenario was foodborne illness outbreak, and was customized from the state-provided materials to test local plans and policies, and included three days of functional participation by OCHCA, hospitals, clinics, skilled nursing facilities, and dialysis centers.
- **Orange County Health Care Agency (OCHCA) 2013 Code Yellow Full Scale Exercise.** Designed, conducted, and evaluated this full scale exercise focusing on county-wide response to and recovery from bomb threats at area hospitals.

Eliza Gregory Coll, MHA,  
CEM  
Continued

One hospital evacuated and transported patients to receiving facilities, while others evaluated continuity of operations. There were over 1540 participants from hospitals, ambulance providers, OCHCA, Orange County Intelligence Assessment Agency, Orange County Sheriff's Department Hazardous Devices Squad, and the Anaheim/Santa Ana Urban Area Strategic Initiative.

- **Orange County Transportation Authority (OCTA): Frontline Personnel Training Program, 2011-2012.** Conducted assessment of existing infrastructure on six (6) different transportation bases, conducted trainings to include local first responders on site infrastructure and hazardous materials, developed and conducted six (6) tabletop exercises with OCTA staff and local first responders, and developed and conducted a Full Scale Exercise evaluating Unified Command and response capabilities for a hazardous materials event on a transportation base with OCTA staff and local first responders including law enforcement, fire, and Sheriff's Office bomb squad.
- **Santa Clara County Public Health Department (SCCPHD) Strategic National Stockpile Training Materials (2013) -** Willdan provided SNS training to the County of Santa Clara Public Health Department including, development of course materials and tools that were required to enable implementation of six medical countermeasure-related modules from the SCCPHD's Support Annex (SA) 1.0 Multi-Year Training & Exercise Plan (MYTEP). Trainings will be delivered throughout the county to public health, law enforcement, volunteers, and other related participants in medical countermeasure distribution and dispensing program.
- **Hospital Active Shooter Full Scale Exercise (2010) –** Santa Clara County selected Willdan for the development, conduct and evaluation of an Active Shooter Full-Scale Exercise. This exercise was the largest ever conducted in the County and included hundreds of medical staff, first responders and a significant exercise control/evaluation network. The County's objectives were to evaluate current active shooter plans and make improvements in hospital and law enforcement plans moving forward as a result of the key findings.

**Bureau of Public Health Emergency Preparedness, Arizona Department of Health Services (ADHS), Phoenix, Arizona.** Communications and Training Coordinator. Facilitation of communications from the state to county, hospital, and tribal stakeholders, as well as to the media and the general public. Coordination of the statewide training program. Oversight of related federal grants, and compliance with grant deliverables.

- Assessment of the existing state training program, including a needs assessment of stakeholders, and the coordination of new and existing trainings to meet the needs of internal and external stakeholders
- Management of a multi-year training and exercise plan
- Management of education and exercise requirements for the 2010 CDC Technical Assistance Review
- Management of education and exercise requirements for the 2010 Hospital Preparedness Program (HPP) grant

**Beth israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Manager, Emergency Management Department.** Management of the emergency management program, including identification, design, and implementation of departmental and hospital-wide projects and initiatives, plan and policy writing, staff training and education, and management and expenditure of operational budget and federal grant monies.



**Eliza Gregory Coll, MHA,  
CEM**  
*Continued*

- Successful 2009 CMS survey and 2007 unannounced Joint Commission survey; subsequently met and exceeded current Joint Commission and other state and federal regulatory standards.
- Recruited, hired, and mentored a new project manager, and supervised professional employees.
- Interfaced with external agencies, including the Conference of Boston Teaching Hospitals, the Massachusetts Department of Public Health, the Mayor's Office of Emergency Preparedness, peer hospitals and local first responder agencies.
- Developed a contract with satellite facility to provide design, implementation, management, and oversight of a new emergency management program. Led meetings, identified new projects, interfaced with senior leadership, facilitated work, complied with state and federal mandates, managed the budget, and passed an unannounced 2008 Joint Commission survey.
- Created and managed department metrics that improved training programs and attendance, increased drilling frequency, improved management of mitigation activities and successful corrective actions, and increased documentation.
- Completed major initiatives and projects concerned with evacuation and surge planning, alternate care sites, communications, volunteer management, patient decontamination, and regulatory compliance.

**Beth Israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Project Manager, Emergency Management Department. Responsible for**

implementation of the new emergency management program, including identification and management of new projects, staff training, and plan and policy formation and edits.

- Designed hospital decontamination program; recruited and managed on-call HazMat teams, including 30+ volunteer staff, equipment procurement, and database management
- Implemented the Hospital Incident Command System (HICS) within BIDMC and National Incident Management System (NIMS) compliance per federal regulations; provided over six hours of training to over 100 key personnel and senior leadership
- Planned and managed over 20 disaster drills, including two of the largest drills conducted nationwide
- Promoted to department manager

**Emergency Department, Massachusetts General Hospital, Boston, Massachusetts. Emergency Planner.** Provided project coordination and management assistance to emergency department administrators. Developed plans and the implementation of the HazMat decontamination response team program. Planned and coordinated three successful hospital-wide chemical hazmat drills, including preparations for the July 2004 Democratic National Convention.

**Process Improvement Department, Beth Israel Deaconess Medical Center (BIDMC), Boston, Massachusetts. Project Manager.** Provided project coordination and management as an internal process improvement consultant to departments hospital-wide. Projects were followed from concept to implementation, and then turned over to departments for internal management and maintenance.



## Wendy Kleinman, MPH, MEP

Planning Subject Matter Expert / Back-Up Point of Contact

### Education

MPH, Health Education and Behavioral Sciences, University of Arizona

BA, Sociology, University of Arizona

Master Exercise Practitioner

### Additional Education

FEMA IS 120A, 130 and 139

HSEEP Mobile Training Course and HSEEP Train the Trainer, 2006

Terrorism Prevention Exercise Program (TPEP) Training, 2006

FEMA IS 800B, National Response Framework, 2008

FEMA IS 700 National Incident Management Systems, 2004

FEMA Incident Command System IS-195, 2003

Incident Command System 100 and 200, 2008

FEMA Incident Command and EOC Interface, 2003

FEMA Public Information Officer, 2002

### Professional Societies/Affiliates

American Public Health Association 2000-Present

### Security Clearance

Secret

### 12 Years' Experience

**Ms. Wendy Kleinman** currently serves as Vice President of Public Health Preparedness Services with Willdan. Over the last 12 years, Ms. Kleinman has managed a wide range of homeland security training and exercise programs, from federal to local implementation. Most recently she has been the manager for an extensive 3-year training and exercise program for Orange County Transportation Authority. She has been the lead instructor for numerous DHS-direct support Homeland Security Exercise & Evaluation Program (HSEEP) mobile training courses and HSEEP Train-the-Trainer courses in Guam, CNMI, Alabama, Arizona, San Francisco DEM, and Santa Clara County Public Health (CA). In addition to her program management skills and emergency preparedness exercise expertise, she has a strong and varied background in the field of Public Health. Her Public Health experience includes health education, cancer research, program planning, implementation and evaluation. Ms. Kleinman has valuable knowledge and experience in how states need to prepare and respond to natural and unnatural public health emergencies.

### Relevant Experience

**Vice President, Public Health Preparedness Services, Willdan Homeland Solutions, CA, 2008-Present.** Provides subject matter expertise in the development of emergency preparedness exercises utilizing HSEEP methodology, development and revisions to a variety of emergency preparedness planning documents, instructs courses on behalf of DHS, lead instructor for HSEEP training courses, and assists in the implementation of all Public Health related projects. Ms. Kleinman is also responsible for program and project management and business development in her regional area including Northern California and Arizona. She currently manages two staff members in Arizona as well as the project manager on 9 projects in her regional area. Ms. Kleinman is a support contractor for FEMA (Regional Exercise Support Program) for Region V, and planned and implemented a Tri-State Communications FSE.

Recent projects include implementing and managing a Three-Year Training & HSEEP Exercise Program for Orange County Transportation Authority (OCTA), Hospital Preparedness Program (HPP) Exercise Series for the State of Arizona, and ongoing Anaheim/Santa Ana UASI emergency preparedness projects including supporting Orange County Healthcare Agency in the California statewide health exercise. Ms. Kleinman most recently completed the Santa Clara County Hospital Active Shooter Full-Scale Exercise as the exercise support lead. She was responsible for coordinating, planning, developing and ensuring all aspects of the large full-scale exercise were successfully managed. This FSE was one of the largest exercises the Bay Area has ever conducted, with over 300 participants responding to the hospital active shooter incident.

A few examples of her management and team lead projects include:

- **Arizona Department of Health Services (ADHS):** Phoenix National Disaster Medical System (NDMS) Full Scale Exercise, approximately 500 participants including Federal and State NDMS stakeholders, National Guard, ADHS, local Fire, Emergency Management, Public Health, Hospitals, Ambulance Providers, and Red Cross. The exercise evaluated emergency response plans, policies, and procedures as they pertained to an NDMS activation affecting the Phoenix NDMS Federal Coordinating Center (FCC)



Wendy Kleinman, MPH,  
MEP  
Continued

- **Stanford Hospital Active Shooter FSE.** This exercise will include first responders from Palo Alto, Santa Clara County Sheriff's Office and Stanford Hospital & Clinics, Lucile Packard Children's Hospital, Stanford University School of Medicine.
- **Greenlee County (AZ) Community Health Assessment, Community Health Improvement Plan and Strategic Plan.** Ms. Kleinman is leading the efforts to ensure Greenlee County Public Health Department completes pre-accreditation documents in advance of application to participate in the Public Health Accreditation Board (PHAB).
- **Riverside County (CA) Public Health Emergency Operation Plan revision.** This project is designed to update the Public Health EOP and provide suggestions to revisions to other plans, appendices and annexes. A significant portion of this project is to educate stakeholders about the plan and the necessary changes, suggestions based on best practices and current guidance.
- **County of Santa Clara Public Health Department:**
  - **Pandemic Flu Functional Exercise (2009)** – Willdan was selected via competitive solicitation to work with the SCCPHD in the design and development of a countywide pandemic flu functional exercise.
  - **H1N1 Operational Debrief and Seminar (2009)** – SCCPHD chose Willdan to support the County's efforts to debrief responders and develop a Countywide, public health-focused after-action report (AAR) in response to the H1N1 outbreak. Willdan personnel successfully conducted a workshop to gather the information needed to develop the AAR from stakeholders throughout Santa Clara County.
  - **Hospital Active Shooter Full Scale Exercise (2010)** – Santa Clara County selected Willdan for the development, conduct and evaluation of an Active Shooter Full-Scale Exercise. This exercise was the largest ever conducted in the County and included hundreds of medical staff, first responders and a significant exercise control/evaluation network. The County's objectives were to evaluate current active shooter plans and make improvements in hospital and law enforcement plans moving forward as a result of the key findings.
  - **Statewide Medical and Health Exercise Series, Tabletop and Functional Exercises (2012)** – Willdan performed exercise design, conduct, and evaluation for SCCPHD participation in the 2012 Statewide Medical and Health Exercise series, including a tabletop exercise and functional exercise, with a scenario of an earthquake resulting in prolonged power loss. Stakeholder participation included hospitals, Skilled Nursing Facilities/Long-Term Care, amateur radio operators, Community Health Partnership, and the SCCPHD.
  - **Pandemic Influenza Tabletop Exercises and Seminar** – Most recently, the SCCPHD awarded Willdan with the Pandemic Influenza Tabletop Exercises and Seminar contract, which will include an educational seminar and tabletop exercise design, conduct, and evaluation.
  - **Strategic National Stockpile Training Materials (2013)** - Most recently, Willdan provided SNS training to the County of Santa Clara Public Health Department including, development of course materials and tools that were required to enable implementation of six medical countermeasure-related modules from the SCCPHD's Support Annex (SA) 1.0 Multi-Year Training & Exercise Plan (MYTEP).

Wendy Kleinman, MPH,  
MEP  
Continued

**Exercise Planner/Instructor, EG&G Technical Services, Inc., Phoenix, AZ, 2003-2008.** Lead planner/controller for over 100 HSEEP compliant exercises. Provided expertise in support of a wide range of homeland security, exercise, and domestic preparedness activities, to include lead instructor for HSEEP mobile training courses and HSEEP Train-the-Trainer courses in Guam, CNMI, Alabama, Arizona, San Francisco DEM; supported TOPOFF 4 as the Assistant Chief of Control for FEMA AZ venue instructing over 250 Federal, State and local exercise control staff during the Controller Training. Specific exercise experience includes:

**Controller/Evaluator, Bay Area Metropolitan Transportation Commission (MTC) Transportation Response Plan (TRP) Functional Exercise, EG&G Technical Services, Inc., Oakland, CA, 2007.** This large-scale functional exercise incorporated the participation of all Bay Area transit agencies, including Bay Area Rapid Transit (BART), Municipal Transportation Agency (MUNI) and Caltrans. Ms. Kleinman was located at the BART EOC where she provided exercise control in coordination with the 13 transportation agencies participating, facilitated the safety briefings, and evaluated the agency's response to the terrorist scenario. Ms. Kleinman was tasked with providing an assessment of the BART emergency plan following the exercise as part of the After Action process.

**Exercise Planner/Facilitator/Controller, Arizona/Sonora Bi-National Exercise, Nogales, AZ, EG&G Technical Services, Inc., 2003.** The first bi-national exercise effort between the U.S. and Mexico utilizing DHS guidelines and funding, this is prior to HSEEP being formally developed. Responsibilities included coordinating the actor/victim plan for the chemical full-scale exercise and facilitating the Public Health forum for the recovery tabletop.

**Exercise Planner/Facilitator/Controller, Arizona/Sonora Bi-National Exercise, Nogales, AZ, EG&G Technical Services, Inc., 2003.** The first bi-national exercise effort between the U.S. and Mexico utilizing Office for Domestic Preparedness (now G&T) guidelines and funding, this is prior to HSEEP being formally developed. Responsibilities included coordinating the actor/victim plan for the chemical full-scale exercise and facilitating the Public Health forum for the recovery tabletop.

**Health Educator, Arizona Department of Health Services, Phoenix, AZ, 2002-2003.** Evaluator, Arizona National Pharmaceutical Stockpile (NPS) Exercise, Arizona Department of Health Services, Tucson, AZ, 2002. Participated as an evaluator at the Receipt, Staging and Storage (RSS) warehouse and the Mass Dispensing Site. Throughout this exercise worked closely with the Arizona Air National Guard, Arizona Division of Emergency Management, and the Arizona Department of Health Services. Exercise was a first for Arizona in evaluating the process to receive and distribute the National Pharmaceutical Stockpile (presently known as the Strategic National Stockpile) from the CDC as well as one of the first utilizing Federal Homeland Security funding through the direct support program to the States.

### Publications

Contributor, EG&G Technical Services Inc., "San Diego County 2007 Firestorms After Action Report", written for the San Diego County Office of Emergency Services, February 2008.

Kleinman, W.A., "Camelpox," Encyclopedia of Bioterrorism Defense, (Eds. Richard F. Pilch and Raymond A. Zilinskas), Wiley-Liss Publishing, June 2005.



## Denise S. Davis, CEM®

Emergency Operations and TICP Planning Subject Matter Expert

### Education

*BS, Occupational Studies,  
California State University,  
Long Beach*

### Specialized Training

*Certified Emergency  
Manager, IAEM*

*SEMS-ICS instructor 1995-  
present*

*NIMS instructor 2005-  
present*

*Homeland Security Exercise  
and Evaluation Program  
(HSEEP) Instructor Training,  
2011*

*Emergency Operations  
Center Course Instructor*

*Interoperable  
Communications Course  
Developer and Instructor*

*Police Basic and State  
Investigator Police  
Academies Instructor for  
Law Enforcement Response  
to Terrorism*

### Affiliations

*International Association of  
Emergency Managers*

*California Emergency  
Services Association*

*Orange County Business  
Continuity Planning  
Association*

*Orange County Emergency  
Management Organization*

### 25 Years' Experience

**Ms. Denise Davis** brings over 25 years of emergency management experience to Willdan Homeland Solutions. Denise is a Certified Emergency Manager with the International Association of Emergency Managers. Ms. Davis served as the Emergency Services Coordinator for the City of Cypress while working within the Police Department. She was responsible for the overall emergency management of the city and authored the city's Emergency Operations Plan (EOP), the City's Emergency Operations Center (EOC), instructed City personnel in their emergency roles and responsibilities, and prepared and conducted the City's field and EOC emergency exercises under the Homeland Security Exercise and Evaluation Program (HSEEP) program. Denise managed the Federal and State emergency managements grants, reimbursement claims for three federally declared disasters, and coordinated several local emergencies. She was a Police Department instructor for over nineteen years, instructed emergency management courses for over twenty-two years, and is currently an instructor for several public safety courses.

### Relevant Experience

**Emergency Operations Plan Writing Experience.** Denise has written emergency operations plans for several cities, counties, functional departments, and school districts including Riverside County, Mono County, the City of El Segundo, the City of Tustin, the City of Kingsburg, the City of Paramount, the Los Angeles City Department of Transportation, the City of San Diego Emergency Operations Center, the Oakland Charter School Cooperative (24 school sites), and the Coachella Valley Unified School District (22 school sites). These plans are NIMS and SEMS compliant, and incorporate State and Federal guidelines for populations with Access and Functional Needs, PETS Act guidelines for evacuation of pets and service animals, and overall emergency management responsibilities for a city or Operational Area and its employees, citizens, and visitors.

**Emergency Operations Center Training.** Denise has developed several Emergency Operations Center training courses and written EOC procedural manuals for many agencies including the County of Mono, City of Tustin, City of Oakland, City of Nipomo, City of El Segundo, and the City of Kingsburg. Denise is currently developing the City of Walnut Creek EOC course. She also instructs many of these courses.

**Tactical Interoperability Communications Plan Experience.** Denise recently created basic and advanced web-based communications training courses for emergency responders in the 11-county Southern Planning Area region. These courses are being used to train law enforcement, fire services, emergency medical services, and non-public safety emergency responders in communications and interoperability solutions.

Denise served as the lead planner for the County of Ventura Interoperability Gap Analysis, writing the core document and conducting assessments of public safety agency communications systems, resources, plans and procedures to conduct the gap analysis.

Ms. Davis was the Administrative Lead for the Interoperable Communications Project for the CalSIEC Southern Planning Area (SPA); an area encompassing the 11 California counties representing Mutual Aid Regions I and IV.

Denise Davis, CEM®  
Continued

Denise was responsible for the collection of data to write Tactical Interoperable Communications Plans. She conducted a technical edit for each of the 11 plans and input verified information where needed.

Ms. Davis also led the entering of data into the Communications Assets and Survey Mapping (CASM) database for the 11 counties. She also designed and conducted Training Needs and Gap Analysis workshops for the SPA counties, wrote a Grant Administration document for the 11 counties, and the Training Requirements document for a standardized interoperable communications training course.

Ms. Davis played wrote the Grant Administration procedure in the governance document for the 22-county Capital-Bay Planning Area in Northern California, a technical review and edit of the governance, charter and by-laws documents, and conducted outreach workshops for public safety agencies.

Ms. Davis co-authored the City and County of San Francisco Tactical Interoperability Communications Plan (TICP): conducted data collection, assessment and gap analysis, and wrote key sections of the updated TICP. She also populated the Communications Asset and Survey Management (CASM) database for the City-County and its 41 agencies and departments.

Denise was the Senior Planner on the Riverside UASI Communications Project, responsible for writing an Essential Services Function #2 Communications Annex template for the counties of Riverside and San Bernardino, and the 17 cities within the UASI. She performed outreach surveys, conducted EOP gap analysis, radio system reviews and reports, and wrote emergency planning recommendations for the Utilities companies and emergency medical services agencies within the UASI.

Denise co-authored the update to the City of Los Angeles Tsunami Annex, and wrote the evacuation plan for the Santa Ana Regional Transportation Center (SARTC). Both plans included evacuation considerations for citizens, visitors and employees, including evacuation measures for people with Access and Functional Needs, measures for mass transportation (Amtrak, Metrolink, Transit Authority, intercity and interstate bus transportation, airport and taxi services) and notification, and alerting and warning the citizenry.

Denise was a Team Leader for the Anaheim/Santa Ana Urban Area Security Initiative (UASI) Continuity of Operations Planning (COOP) project. Her responsibilities included the design and development of COOP plans for the five largest cities in Orange County.



## Mike Hooper, MEP

### Planning Subject Matter Expert

#### Education

BA, History, Azusa Pacific University

Naval Postgraduate School (NPS), Center for Homeland Defense and Security Learning

Master Exercise Practitioner (MEP)

#### Specialized Training

NIMS 700

Incident Command 100, 200

NRF 800

Emergency Planning

Emergency Management

Terrorism Prevention Exercise Program (TPEP)

Intelligence Analysis

HAZMAT First Responder

Critical Infrastructure Protection: Transportation Security

Emergency Medical Technician - Basic EMT-B

#### Affiliations

International Association of Law Enforcement Intelligence Analysts (IALEIA)

#### 10 Years' Experience

**Mr. Hooper**, Vice President, Western Regional Preparedness Services, is a highly skilled emergency management, homeland security, terrorism prevention, and disaster preparedness, response, and recovery professional, with over 10 years' experience of experience in emergency management and homeland security related activities, including: planning over 75 HSEEP exercises of varying size and complexity; developing emergency operations, response, and recovery, and continuity plans; and delivering various types of emergency management training.

In addition, Mike has experience in emergency operations center activities at the local, state level, and federal level, extensive experience supporting state and regional Fusion Centers and intelligence activities, and working with a variety of homeland security and emergency management grant programs.

Mr. Hooper previously served with the Riverside County, California, Fire Department and is a trained Emergency Medical Technician - Basic (EMT-B).

#### Related Experience

**Los Angeles County Public Health, Point of Dispensing (POD) Site Planning Program, Los Angeles, CA.** Led the development of over 150 POD site plans for the county and city of Los Angeles. Led site assessment teams in capturing relevant site data; developed processes for POD site flow and throughput; facilitated the development of site plan security and traffic elements; and liaised with local officials to identify appropriate sites throughout the region.

**Los Angeles County Operational Area Exercise Program, Los Angeles, CA.** Participated as a Controller in various exercises including: ICS and HAZMAT TTX; Point of Dispensing (POD) and Special Missions Units (HAZMAT) Drills; Strategic National Stockpile (SNS) drill and seminar/training; and County Emergency Operations Center Functional Exercises. Approximately 40 of these exercises had scenarios involving public health and bioterrorism. Prior to and during the exercises, assisted with the administration and logistics necessary to execute the exercise. Developed Situation Manuals, Exercise Plans, and Controller/Evaluator materials, reproduction of handouts, planning with design team members, setup, dissemination and collection of Participant Evaluation Forms. Wrote Multiple After Action Reports (AAR) in support of the Los Angeles County Program.

**County of Riverside, Emergency Operations Plan (EOP), Recovery Functional Annex, Riverside, CA.** Program manager for the 2012-2013 County of Riverside, Emergency Operations Plan update. Working with local, Operational Area, Regional, State, and Federal partners and programs, developed a Recovery Functional Annex/Emergency Function (EF) to the County EOP, which detailed stakeholders, objectives, roles, responsibilities, and processes for disaster recovery within the Riverside County Operational Area.

**Emergency Operations Center Functional Exercise, City of Los Angeles, Emergency Management Department.** Project Manager. Mr. Hooper served as Project Manager for and provided support for the City of Los Angeles in the design, development, and delivery of the City's annual Emergency Operation Center (EOC) Functional Exercise. Working with the City's EOC Task Force, and subject matter experts, Willdan designed and developed the exercise to be focused on vertical and horizontal coordination of information; and the horizontal coordination and communications between the EOC and relevant City

**Mike Hooper, MEP**  
*Continued*

Department Operations Centers. Additionally, Willdan designed the exercise to include the evaluation of communication and coordination between the City's EOC and other public agencies and Non-Governmental Organizations (NGO) EOCs.

**California Public Health and Medical Emergency Operations Manual (EOM), Disaster Financial Assistance/Recovery, Training Project, Sacramento, CA.**

Working with the California Department of Public Health (CDPH) developed a Disaster Financial Assistance/Recovery training module, which described the general eligibility requirements for disaster-related assistance from state and federal programs; and the conditions which make accurate and complete record-keeping necessary. Consulted extensively with California Governor's Office of Emergency Services (OES), Public Assistance (PA) Section in the development of all training materials. Upon development of training materials, led the production of a training video, based on the developed training materials, intended to be used by Health and Medical entities throughout California.

**Riverside County Department of Public Health Exercise Program, Riverside, CA.** Lead planner for the Riverside County Disaster Recovery Tabletop Exercise (TTX), for the 2005-2006 Departmental Exercise Program. Developed the Disaster Recovery training elements of the TTX; and worked with Recovery Subject Matter Experts (SMEs) from federal and state recovery programs to facilitate training. Conducted a detailed analysis of departmental and Operational Area recovery plans to identify gaps. In conjunction with Recovery SMEs, developed recommendations for improvements in departmental and Operational Area Recovery plans.

**City of Oakland, San Francisco Bay Area, Regional Catastrophic Preparedness Grant Program, Oakland, CA.** Gathered input from various city, regional, state, and federal departments, agencies, and stakeholders, and, utilizing CPG 101, drafted *Mass Transportation and Evacuation*, and *Mass Fatality Annexes* to the City of Oakland, CA, Emergency Operations Plan (EOP).

**Urban Area Security Initiative (UASI), Anaheim, Santa Ana, CA.** Assisted in the design, execution and evaluation of exercises ranging in size from TTX to FSE. Provided the Anaheim/Santa Ana UASI region with exercise design and development support, which includes the design, development, execution, observation, and assessment of discussion and operations-based exercises, ranging in scope from natural disaster, terrorism, and active shooter exercises. In addition to providing exercise program and project management, also provided emergency planning assistance. Mike led the development of over 30 Continuity of Operation Plans (COOP) for the cities of Anaheim and Fullerton; additionally, designed and delivered follow on **training** and TTXs for these plans.

**Terrorism Prevention Exercise Program (TPEP).** Exercise Lead and training facilitator supporting the National Exercise Division (NED) Terrorism Prevention Exercise Program (TPEP), responsible for the design and development of multiple intelligence exercises for state and major urban area Fusion and intelligence Centers across the US, including a 48-day, real-time intelligence Functional Exercise with the Colorado Information Analysis Center (CIAC). Drafted and briefed information-sharing environment assessments for state fusion centers in the States of Colorado, Connecticut, Louisiana, and South Carolina. These assessments identified information and intelligence gaps in the processes at these fusion centers, and recommended solutions to filling these gaps.



**Mike Hooper, MEP**  
*Continued*

**FEMA National Exercise Division, Regional Support Program.** As an Exercise Lead within the Regional Exercise Support Program (RESP), developed and supported multiple response and recovery exercises, of all levels and types, for jurisdictions of all sizes throughout the U.S, including FEMA Regions III, the States of California, South Carolina and Virginia, the cities of Los Angeles, San Diego, and the U.S. Virgin Islands.

**Tactical Interoperable Communication Plan (TICP) exercises.** Successfully facilitated federal evaluators in assessing the County of San Diego Tactical Interoperable Communications Plan (TICP) during the 2006 Horse Fire in eastern San Diego County; drafted the follow on After Action Report, which contributed to the County of San Diego receiving a perfect score from federal evaluators. Supported evaluation activities during additional TICP exercises in Los Angeles, Orange County, and Sacramento, CA and Phoenix, AZ. Additionally, conducted four separate Training and Exercise Plan Workshops (T&EPW) for the California Statewide Interoperability Executive Committee (CalSIEC) Southern Planning Area (SPA); from these workshops, developed a comprehensive,

**California HSEEP Large Stadium Initiative (LSI) Tabletop Exercises.** Supported the development of exercise materials for tabletop exercises conducted at the Arco Arena, Sacramento, CA, and the Los Angeles Memorial Coliseum, Los Angeles CA.



*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-3181**

**Regular Agenda Item 4. K.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Don McDaniel Jr., County Manager, County Manager

Department: County Manager

Fiscal Year: FY16 Budgeted?: Yes

Contract Dates 07/01/15 to Grant?: No

Begin & End: 06/30/16

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Annual Compensation Plan and Employee Pay Consumer Price Index Adjustment

Background Information

In November of 2012, the Board of Supervisors approved a lump sum payment to employees based upon the increase in the Consumer Price Index (CPI). The 1.7% payment was the first pay increase employees had received since January 2008. In July of 2013, the Board approved a Performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. In December of 2013, the Board approved a lump sum payment to employees based upon the 1.8% increase in the CPI. In June of 2014, the Board approved a Performance based lump sum payment to employees ranging from 1.5% to 3.5% based upon the individual's performance. Lump sum increases were provided to employees rather than increases to their rate of pay because the County was undergoing a complete Classification and Compensation Study to provide internal equity and external parity in employees' pay.

In July of 2014, the Class and Comp Study was implemented and all but a few recent hires were given salary increases. The cost to the County was approximately \$1.3M.

Evaluation

On July 1, 2015, it will have been one year since the Class and Comp Study was implemented and it is important to keep the plan up to date. The primary way to keep the plan current is to adjust the plan annually based upon the change in the CPI. The Index for the Unadjusted 12 Months Ended March 31, 2015 shows an increase of 1.8% for all items less energy. The entire Compensation Plan without regard for the employees within the Plan would be adjusted upwards by 1.8% so that the Minimum and Maximum would increase in each Grade. This will prevent the Class & Comp Plan from being out of date and irrelevant in 3 to 5 years. Also to keep the Plan current, as jobs change and the market changes, the Human Resources Department will consider job reclassifications as appropriate.

In addition to the annual Plan adjustment, employees should also be considered for commensurate increases in their pay. A 1.8% increase is proposed for all employees hired and on the payroll on June 29, 2015, which is the beginning of the first pay period in FY16. Employees would see the increase in their checks of July 17, 2015.

This increase is estimated to cost the County General Fund \$388,000 with the total cost of \$573,000, and sufficient funds have been budgeted in the Tentative FY16 Budget. The Tentative Budget will be considered for adoption by the Board at the Regular Meeting of June 23, 2015.

### Conclusion

Adjusting the Classification and Compensation Plan annually by an amount equal to the change in the Consumer Price Index is critically important to keeping the Plan current and relevant. Many plans become outdated and irrelevant within a few years of adoption because they are not maintained. The cost to the County to have the Study done and to implement the Plan would soon be lost if we don't maintain it properly.

It has been one year since employees received any increase in pay. According to the Bureau of Labor Statistics, the cost of living has increased year over year, March 2014 to March 2015. Employees' pay should keep pace with this increase. The 1.8% increase for employees is the right thing to do and it appears that sufficient funds are available for the Board of Supervisors to provide the raise.

### Recommendation

The Administrative Team recommends that the Board of Supervisors implement the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index (March 2014 to March 2015) equal to 1.8%; and further, adjust all employee salaries by 1.8% effective June 29, 2015.

### Suggested Motion

Information/Discussion/Action to approve Attachment A to this agenda item, which is the annual adjustment to the Compensation Plan based upon the annual increase in the Consumer Price Index equal to 1.8% and adjust all employees' salaries by 1.8% effective June 29, 2015. **(Don McDaniel)**

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### Attachments

Attachment A

Attachment B

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# Gila County Salary Structure

Effective June 29, 2015

Grade	Salary Range		
	Minimum	Midpoint	Maximum
110	\$ 14,807	\$ 19,619	\$ 24,431
120	\$ 15,586	\$ 20,651	\$ 25,717
130	\$ 16,365	\$ 21,683	\$ 27,002
140	\$ 17,183	\$ 22,768	\$ 28,352
150	\$ 18,042	\$ 23,907	\$ 29,770
160	\$ 18,945	\$ 25,102	\$ 31,259
170	\$ 19,892	\$ 26,357	\$ 32,821
180	\$ 20,886	\$ 27,674	\$ 34,462
190	\$ 21,931	\$ 29,058	\$ 36,186
200	\$ 22,190	\$ 30,511	\$ 38,833
210	\$ 23,299	\$ 32,036	\$ 40,774
220	\$ 24,465	\$ 33,639	\$ 42,813
230	\$ 25,687	\$ 35,321	\$ 44,953
240	\$ 26,972	\$ 37,087	\$ 47,201
250	\$ 28,321	\$ 38,941	\$ 49,561
260	\$ 29,737	\$ 40,888	\$ 52,039
270	\$ 31,133	\$ 42,809	\$ 54,483
280	\$ 32,690	\$ 44,949	\$ 57,208
290	\$ 34,325	\$ 47,197	\$ 60,068
300	\$ 36,041	\$ 49,556	\$ 63,072
310	\$ 37,843	\$ 52,034	\$ 66,225
320	\$ 39,026	\$ 54,636	\$ 70,246
330	\$ 40,977	\$ 57,367	\$ 73,758
340	\$ 43,026	\$ 60,236	\$ 77,446
350	\$ 45,177	\$ 63,248	\$ 81,319
360	\$ 47,436	\$ 66,410	\$ 85,385
370	\$ 49,808	\$ 69,731	\$ 89,654
380	\$ 52,298	\$ 73,218	\$ 94,136
390	\$ 54,913	\$ 76,878	\$ 98,844
400	\$ 57,659	\$ 80,722	\$ 103,785
410	\$ 60,541	\$ 84,759	\$ 108,975
420	\$ 63,569	\$ 88,997	\$ 114,423
430	\$ 65,577	\$ 93,446	\$ 118,037
440	\$ 68,854	\$ 98,118	\$ 123,938
450	\$ 72,297	\$ 103,025	\$ 130,136
460	\$ 75,912	\$ 108,176	\$ 136,642
470	\$ 79,708	\$ 113,584	\$ 143,475
480	\$ 83,694	\$ 119,264	\$ 150,649
490	\$ 89,448	\$ 125,226	\$ 161,006
500	\$ 93,920	\$ 131,488	\$ 169,056



# Gila County Salary Structure

Effective June 30, 2014

Grade	Salary Range		
	Minimum	Midpoint	Maximum
110	\$ 14,545	\$ 19,272	\$ 23,999
120	\$ 15,310	\$ 20,286	\$ 25,262
130	\$ 16,076	\$ 21,300	\$ 26,525
140	\$ 16,879	\$ 22,365	\$ 27,851
150	\$ 17,723	\$ 23,484	\$ 29,244
160	\$ 18,610	\$ 24,658	\$ 30,706
170	\$ 19,540	\$ 25,891	\$ 32,241
180	\$ 20,517	\$ 27,185	\$ 33,853
190	\$ 21,543	\$ 28,544	\$ 35,546
200	\$ 21,798	\$ 29,972	\$ 38,146
210	\$ 22,887	\$ 31,470	\$ 40,053
220	\$ 24,032	\$ 33,044	\$ 42,056
230	\$ 25,233	\$ 34,696	\$ 44,158
240	\$ 26,495	\$ 36,431	\$ 46,366
250	\$ 27,820	\$ 38,252	\$ 48,685
260	\$ 29,211	\$ 40,165	\$ 51,119
270	\$ 30,583	\$ 42,052	\$ 53,520
280	\$ 32,112	\$ 44,154	\$ 56,196
290	\$ 33,718	\$ 46,362	\$ 59,006
300	\$ 35,404	\$ 48,680	\$ 61,957
310	\$ 37,174	\$ 51,114	\$ 65,054
320	\$ 38,336	\$ 53,670	\$ 69,004
330	\$ 40,252	\$ 56,353	\$ 72,454
340	\$ 42,265	\$ 59,171	\$ 76,077
350	\$ 44,378	\$ 62,130	\$ 79,881
360	\$ 46,597	\$ 65,236	\$ 83,875
370	\$ 48,927	\$ 68,498	\$ 88,069
380	\$ 51,373	\$ 71,923	\$ 92,472
390	\$ 53,942	\$ 75,519	\$ 97,096
400	\$ 56,639	\$ 79,295	\$ 101,950
410	\$ 59,471	\$ 83,260	\$ 107,048
420	\$ 62,445	\$ 87,423	\$ 112,400
430	\$ 64,417	\$ 91,794	\$ 115,950
440	\$ 67,637	\$ 96,383	\$ 121,747
450	\$ 71,019	\$ 101,203	\$ 127,835
460	\$ 74,570	\$ 106,263	\$ 134,226
470	\$ 78,299	\$ 111,576	\$ 140,938
480	\$ 82,214	\$ 117,155	\$ 147,985
490	\$ 87,866	\$ 123,012	\$ 158,159
500	\$ 92,259	\$ 129,163	\$ 166,067

**ARF-3166**

**Consent Agenda Item 5. A.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Jeff Hassenius, Finance Director

Submitted By: Jeannie Sgroi, Contracts Administrator, Finance Division

Department: Finance Division

Fiscal Year: 2014-2015      Budgeted?: Yes

Contract Dates 03/17/2015 -      Grant?: Yes

Begin & End: 06/30/2015

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Approve Amendment No. 1 to Service Agreement No. 021915-1 with Rodriguez Constructions, Inc.

Background Information

On January 28, 2015, Gila County Community Action/Housing Services advertised a request for bid proposals in the Arizona Silver Belt newspaper for sealed bids for Major Rehabilitation Project No. HH#6510 in Payson, Arizona. A mandatory construction walk-through was held on February 4, 2015. Two contractors attended the walk-through, Rodriguez Constructions, Inc. and Noble Building LLC. Sealed bids were due on February 12, 2015. The bids were received and opened in a public setting on February 12, 2015. Sealed bids were received from Rodriguez Constructions, Inc. and Noble Building LLC.

At the March 17, 2015, Board of Supervisors regular meeting, the Board approved the award of Major Rehabilitation Project No. HH#6510, to the lowest, most responsive, responsible and qualified bidder, Rodriguez Constructions, Inc., in the amount of \$63,102.59.

Evaluation

During the course of construction, Rodriguez Constructions, Inc. discovered termite damage to approximately 800 square feet of siding. Community Services asked Rodriguez Constructions to provide a cost estimate to remove and replace the damaged siding; treat against further termite damage; and to purchase and install two Double Pane Low-E windows. Rodriguez Constructions, Inc. has quoted a total amount of \$1,000 to perform all three actions listed above.

Conclusion

Gila County Community Services requests the Board of Supervisors' approval of Amendment No. 1 which increases the contract amount for Service Agreement No. 021915-1, Major Rehabilitation Project No. HH#6510 by \$1,000 for a new total contract amount of \$64,102.59.

Recommendation

The Community Services Division Director recommends that the Board of Supervisors approve Amendment No. 1 to increase the original contract amount by \$1,000.

Suggested Motion

Approval of Amendment No. 1 to Service Agreement No. 021915-1 between Gila County and Rodriguez Constructions, Inc. for Major Rehabilitation Project No. HH#6510 which increases the original contract amount by \$1,000 for a new total contract amount of \$64,102.59 in order to perform additional work as outlined in the Amendment.

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Attachments

Amendment 1 to Contract No. 021915-1

Service Agreement No. 021915-1-Rodriguez Constructions

Cost Estimate for Amendment No. 1

Legal Explanation

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**AMENDMENT NO. 1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 021915-1  
MAJOR REHABILITATION PROJECT NO. HH#6510  
RODRIGUEZ CONSTRUCTIONS, INC.**

Effective March 17, 2015, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Major Rehabilitation Project No. HH#6510, in Payson, Arizona.

The contract was issued for a total flat fee of \$63,102.59. Amendment No. 1 is being issued to request an addition to the contract scope in the amount of One Thousand dollars and 00/100's (\$1,000), to add the installation of two double pane windows and to remove and replace approximately 800 square feet of termite damaged siding, and treat against further termite damage. Consequently, the contract is amended to increase the contract amount by \$1,000 for a new total contract amount of Sixty-four Thousand, One Hundred, Two dollars and 59/100's (\$64,102.59).

All other terms and conditions of the original agreement shall remain in full force and affect during the March 17, 2015 to June 30, 2015 term of the contract.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**OWNER:**

**GILA COUNTY BOARD OF SUPERVISORS**

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

**ATTEST**

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

**RODRIGUEZ CONSTRUCTIONS, INC.**

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

\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM:**

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

**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  
Fax: (928) 425-7056

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 021915-1**  
**MAJOR REHABILITATION PROJECT NO. HH#6510**

**THIS AGREEMENT**, made and entered into this 17<sup>th</sup> day of March, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, 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 for Major Rehabilitation Project No. HH#6510, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Office of Community Services Housing 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 Major Rehabilitation guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 021915-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 021915-1, by mention made a binding part of this agreement as set forth herein.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 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 emailed to Jeannie Sgroi at [jsgroi@gilcountvaz.gov](mailto:jsgroi@gilcountvaz.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 - LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

#### **ARTICLE 7- 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 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 expires June 30, 2015.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 021915-1 is for a total flat fee of \$63,102.59 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

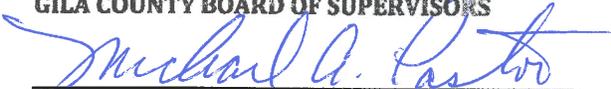
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

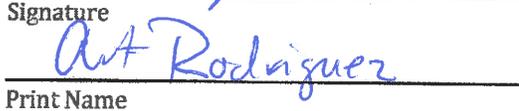
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of Service Agreement No. 021915-1, 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 17<sup>th</sup> day of March, 2015.

**GILA COUNTY BOARD OF SUPERVISORS**

  
Michael A. Pastor, Chairman Board of Supervisors

**RODRIGUEZ CONSTRUCTIONS, INC.**

  
Signature  
  
Print Name

**ATTEST**

  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

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

**Gila County Housing Services**  
3515 S. Apache Ave.  
P.O. Box 1254  
Globe Az. 85502  
(929)425-7631



**SCOPE OF WORK**

Case Number: 6510

103-15-02

Property Information:

BID DATE: 2-10-15

CONTRACTOR INFORMATION:

Name: Rodriguez Constructions, Inc.

Address: P.O. Box 13

Miami, AZ 85539

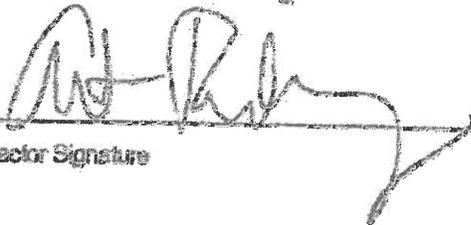
Voice: 928-425-7244

email: rodriguezconst@hotmail.com

Jurisdiction Town of Payson  
Census: 4.5

Owner:

BID TOTAL \$: 63,102.59

  
Contractor Signature

\*\* In addition to "Job Total Cost", all bids must include line item amounts in order to be accepted as an official bid. Bids without line item amounts will not be considered by Gila County Housing Services. \*\*

Contractor Bid

Case# 6510

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**LINE ITEMS - COMPLETE WRITE-UP****General Requirements**1 \$ 250.00**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2 \$ 0**Performance**All work is to comply with Current IRC, or Gila County Building code. Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.  
All work to be done in a professional manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

3 \$ 0**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et. al.

**Roof Repairs**4 7' x 30' Re roof roof \$ 2,450.00**Patch/Seal Roof/Shingles** OSB Replace 30' x 12" Replace rotted 2' x 6's  
Repair any holes or damaged shingles. Also patch/repair roof seam on east side of roof. Include sealing/patching around water heater legs/stand. Repair any damage to roof due to fascia replacement. 5' 5' board

Fascia 30' +

5 \$ 450.00**Replace/Repair Fascia**

Remove and dispose of all damaged fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

6 \$ 2,100.00**Install New Gutters and Downspouts**Install new white aluminum seamless spouting (on east and west sides of home) and calculated number of outlets and downspouts to accommodate maximum water volumes.  
Also install concrete splash blocks or tie into existing storm lines at each downspout exit to minimize erosion.**Windows**7 \$ 4,800.00**Install New Vinyl Replacement Windows**

Remove and dispose of all exterior windows. Install new vinyl, double pane double hung window in place

Contractor Bid

Case# 6510

Page# 3 of 6

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of all existing windows except for windows immediately adjacent to front door and south side of porch (x4, see photo exhibit A & E). Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.  
Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

**Exterior Walls**

8

\$ 800.00**Remove E Side Porch Exterior Door**

Remove east side exterior porch door and related casing and trim. Frame (18" OC to code) and enclose adjacent window openings (see photo exhibit A) with exterior siding/interior drywall, including all substrates, insulation, and trim to match existing.

9

\$ 1,500.00**Install Header, Casing, & Door (S side)**

Install new 36" exterior prehung residential thermal pane metal door (including all new hardware) on south side of existing porch, to replace window opening. Frame and enclose with exterior siding/interior drywall, including all substrates, insulation, and trim to match existing.

10

\$ 975.00**Remove/Replace Siding**

Remove any damaged siding and replace with new horizontal beveled siding. Include sheathing paper if damaged. Install as per manufacturer's recommendation.

11

\$ 2,850.00**Lead Paint Film Stabilization (Exterior)**

Clean surface of north side of exterior and south side of interior/exterior porch areas (refer to lead report). Prime all clean surfaces with lead blocking (EPA approved) primer, and allow to dry. Apply two coats of lead blocking (EPA approved) paint as specified in HUD Lead Guidelines.

12

\$ 0**Build Post & Beam Awning Over Front Door**

Build awning over front door landing to edge of existing porch (over entire new concrete slab) to match existing porch. Include roofing.

**Foundation**

13

\$ 2,247.59**Repair/Level Slab**

Pour concrete releveler into existing porch interior, leveling concrete to height of existing home floors. Pour releveler on exterior porch floor to stop water infiltration (increase grade to flow out from exterior wall to yard -1/4" per foot). Fill any unlevel areas (NW corner).

Also, pour 3" landing from south side porch addition seam to existing patio floor slab to create fluid wrap around concrete slab walk-way.

**Electrical**

14

\$ 2,400.00**Upgrade Electric to 200 Amp Service**

Disconnect existing service. Install new 200 amp 3 wire service and panel, complete with a main breaker, and breaker style circuits, with all circuits labeled and balanced. Square D, Cutler-Hammer, Westinghouse or approved equal. Upgrade to meet NEC 2014 codes.

15

\$ 500.00

Contractor Bid

Case# 6510

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**General Repair**

*install handrail will cost*

~~Replace wall lighting to ceiling~~ (include new fixtures). Repair electrical north side wall of master bedroom (large bedroom- include light switches, receptacles and lighting (include fixtures)).

**Mechanical**

16

\$ 10,600.00**Install Heat Pump 4 Ton System.**

Install new Electric air handler furnace and Heat pump, per manufactures instructions, include 14 Seer 8.5hsfp heat pump, Air handler, Heat strips, Cased coil, ductwork, thermostat, registers, dedicated electrical brakers installed to code. Outdoor unit elevation: PMI by area snowfall, or local code.

- 1) confirm size of 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.
- 2) electrical supply must be a dedicated circuit.
- 3) unit must have a minimum 30 inch front clearance, when installed.
- 4) check the temp. rise and match to the unit ( PMI )

All furnace work must meet or exceed NFPA #54, as well as any other local codes  
Install the ductwork for best possible efficiency. Use a reduced plenum system if possible.  
size all ducts for best performance ( PMI )

- 1) all joints in return air and supply ducts must be sealed
- 2) install a filter chamber with a cover
- 3) filter to be of common, readily available size

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

**Attic**

17

\$ 8000.00**Blown Fiberglass. Open Attic - R38**

Blow in fiberglass insulation (may need to remove plywood encasement to reach some areas). Test the air barrier and thermal barrier contact through infrared testing.

Coverage should be as level as possible, and to the depth of material that corresponds with the R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density. usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C784-84.

18

\$ 450.00**Access Panel**

*Remove heaters Patch*

Remove ladder access & panel from attic. Install new access panel with actual R38 insulation (include gasket for opening to achieve air tight seal to attic).

**Interior Walls**

19

\$ 3,700.00**Open Family Room to Porch**

*Dry wall push up*

Remove sliding glass doors. Support house structure on jacks. Remove framing to south of sliding glass door up to south wall of family room to create mudroom. Remove existing beam over sliding glass door. and replace with new beam of specified type with posts to framing code size. For the new beam Provide construction grade SPF or YP framing members sized as specified to meet governing code or IBC for the given span. Crowns shall be set up. Toe nail to sill plates.

Contractor Bid

Case# 6510

Page# 5 of 6

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20

\$ 1,500.00

**Install Door Opening in Place of Kitchen Window**

Remove window from kitchen to porch. remove wall and framing below window. Build stud wall from floor to window cross beam with construction grade 2"x4" material, 16" OC using 2"x4" top and bottom plates. Standard 3 stud corners shall be used and all openings shall be headed with framing material on edge size to meet load and span.

21

**Install Door Trim on Interior Doors**

Install 1 3/4" clear pine in areas where door trim is missing or damaged, to match existing. Corners must be miter cut with a tight and clean fit. Nail holes filled with wood putty or other approved filler. Joints and face surface to be sanded and ready for paint finish.

22-7' lengths \$ 1,750.00

to finish trim

22

\$ 400.00

**Remove Window in Back Bathroom**

Remove window from bathroom to back bedroom. Frame in area 16"OC to code.

23

**Install/Repair/Replace Drywall**

Provide and install matching gypsum board to any unfinished or damaged drywalled areas. Finish with three coat process. Tape all joints and use outside corner bead on all corners. Prepare surface with quality drywall prime coat ready for paint.

remove old heating - return heaters/stove

to Grab after

\$ 1,600.00

**Doors**

24

\$ 1,200.00

**Remove/Replace Exterior Door (N side)**

Remove north side exterior door. Install new 36" exterior prehung residential thermal pane metal door (including all new hardware) on south side. Remove north side exterior door. Adjust casing/door jamb if needed to remove air infiltration.

**Plumbing**

25

\$ 780.00

**Replace Vanity w/Sink in Living Rm Bath**

Remove old vanity w/sink and replace with new to code. Install new vanity w/sink and countertop to code complete. (allowance of up to \$240.00 for vanity and top, Customer is to have a choice in style and color). Include trap, faucets, shut off valve, pop-up drain, and new copper water lines, caulk, etc. Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 80 psi.

36"

26

\$ 6,900.00

**Install Kitchen Sink & Countertops**

Install countertops & new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, copper water lines, and caulk seal at countertop.

**Performance**

27

**Reduce Infiltration by 1800 CFM**

Patch all holes in sheat rock, walls, floors, ceilings or any visible holes in the house using caulking, drywall compound, and spray foam (if aesthetically appropriate). Replace any damaged weatherstripping around doors and windows. Caulk around all windows, interior trim, and exterior trim.

↓ covered top kitchen

5'2" double band \$ 1,800.00

x27"

28

\$ 1,100.00

93" w/back  
7'1" countertops

Contractor Bid

Case# 0510

Page# 6 of 9

Printed on: 1/13/2015 1:41:07 PM

**Replace Stove**

Replace the old stove with a new electric model. *up hood fan*

29

\$ 1,100.00

**Replace Refrigerator**

Replace refrigerator with new energy star 18 cu ft refrigerator. White or cream color only.

30

\$ 900.00

**Install 2 Exhaust Fans**

Install 2 Panasonic ventilating constant flow ASHRAE exhaust fan in each of the bathrooms. Sized correctly to c.f.m. requirements.

**Painting**

31

\$ 3000.00

**Paint Exterior of House Complete**

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of exterior 100% acrylic paint. Include all trim in complete house painting (one color for trim, one color for body).

32

\$ 3000.00

**Paint/Stain Interior of House**

Paint interior using Lead Safe Practices. Scrape all loose paint, fix damaged areas, then prime and paint all drywall surface interior areas of the house (one color) with 100% acrylic paint. Home owner to decide color. Stain and seal new posts and beam to match interior wood panels.

*1/8 Paint/stain trim  
2 colors out  
1 color inside*

Job Total Cost: \$ 63,702.59



**GILA COUNTY OFFICE OF COMMUNITY SERVICES**  
*"Improving the quality of life for all residents"*

**HOUSING REHABILITATION  
CHANGE ORDER**

Date: 4/30/2015

Client:

Address:

Contractor: Rodriguez Construction

Job Number: 6510

The following change(s) is/are authorized in the above identified Housing Rehabilitation Contract:

Item	Description of Change	Cost
Double pane Low E Windows	Install 2 Double Pane Low-E windows	\$550.00
Termite Damage	Remove and replace about 800 sq feet of termite damaged siding, and treat against further termite damage.	\$450.00
	<b>Total</b>	<b>\$1000.00</b>

*[Handwritten Signature]*  
 Homeowner Signature 5-5-15  
 Date

*[Handwritten Signature]*  
 Contractor Signature 5-5-15  
 Date

*[Handwritten Signature]*  
 Rehab Project Coordinator Signature 4/30/2015  
 Date

Community Action Program  
 Gila Employment and Special Training  
 Housing Rehabilitation Program

Section Eight Housing Assistance  
 Re-Employment and Pre-Layoff Assistance Center  
 Workforce Investment Department

5515 S. Apache St., Suite 200  
 Globe, AZ 85501  
 T.D.D. Dial 7-1-1



Reasonable accommodations for persons with disabilities may be requested.



*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-3172**

**Consent Agenda Item 5. B.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

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

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Information

Request/Subject

Isabelle Hunt Memorial Public Library Special Event Liquor License Application for October 10, 2015.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Isabelle Hunt Memorial Public Library of Pine, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2015.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Isabelle Hunt Memorial Public Library to serve liquor a fund-raising event to be held at the Isabelle Hunt Memorial Public Library 6124 N. Randall Place, in Pine, Arizona to be held on October 10, 2015.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event on October 10, 2015 in Pine.

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Attachments

Special Event Liquor License

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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

Event date(s):  
\_\_\_\_\_

Event time start/end:  
\_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

**IMPORTANT INFORMATION: This document must be fully completed or it will be returned.**

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

**SECTION 1** Name of Organization: Isabelle Hunt Memorial Public Library

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-030811

**SECTION 3** The organization is a: (check one box only)

- Charitable (501.C)  Fraternal (must have regular membership and have been in existence for over five (5) years)  
 Religious  Civic (Rotary, College Scholarship)  Political Party, Ballot Measure or Campaign Committee

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

- Yes  No

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone (include Area Code)

**SECTION 5** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

**SECTION 6** What is the purpose of this event?  On-site consumption  Off-site (auction)  Both

**SECTION 7** Location of the Event: Isabelle Hunt Memorial Library

Address of Location: 6124 N. Randall Place, Gila County, AZ 85544

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
County/State

\_\_\_\_\_  
Zip

**SECTION 8** Will this be stacked with a wine festival/craft distiller festival?  Yes  No

**SECTION 9** Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Waer, Becky Lynn

12/18/1953

\_\_\_\_\_  
Last

\_\_\_\_\_  
First

\_\_\_\_\_  
Middle

\_\_\_\_\_  
Date of Birth

2. Applicant's mailing address: PO Box 229

Pine

AZ

85544

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

3. Applicant's home/cell phone: (928) 978-6162

Applicant's business phone: (928) 476-3678

4. Applicant's email address: beckywaer@gmail.com

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? none  
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event?  Yes  No  
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Isabelle Hunt Memorial Public Library Percentage 100  
 Address 6124 N. Randall Place, Pine AZ 85544 PO Box 229 Pine, AZ 85544  
Street City State Zip

Name \_\_\_\_\_ Percentage \_\_\_\_\_  
 Address \_\_\_\_\_  
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"**

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?  
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 2 Number of Security Personnel  Fencing  Barriers

Explanation: Gila County Sheriff Posse (Volunteer Organization)

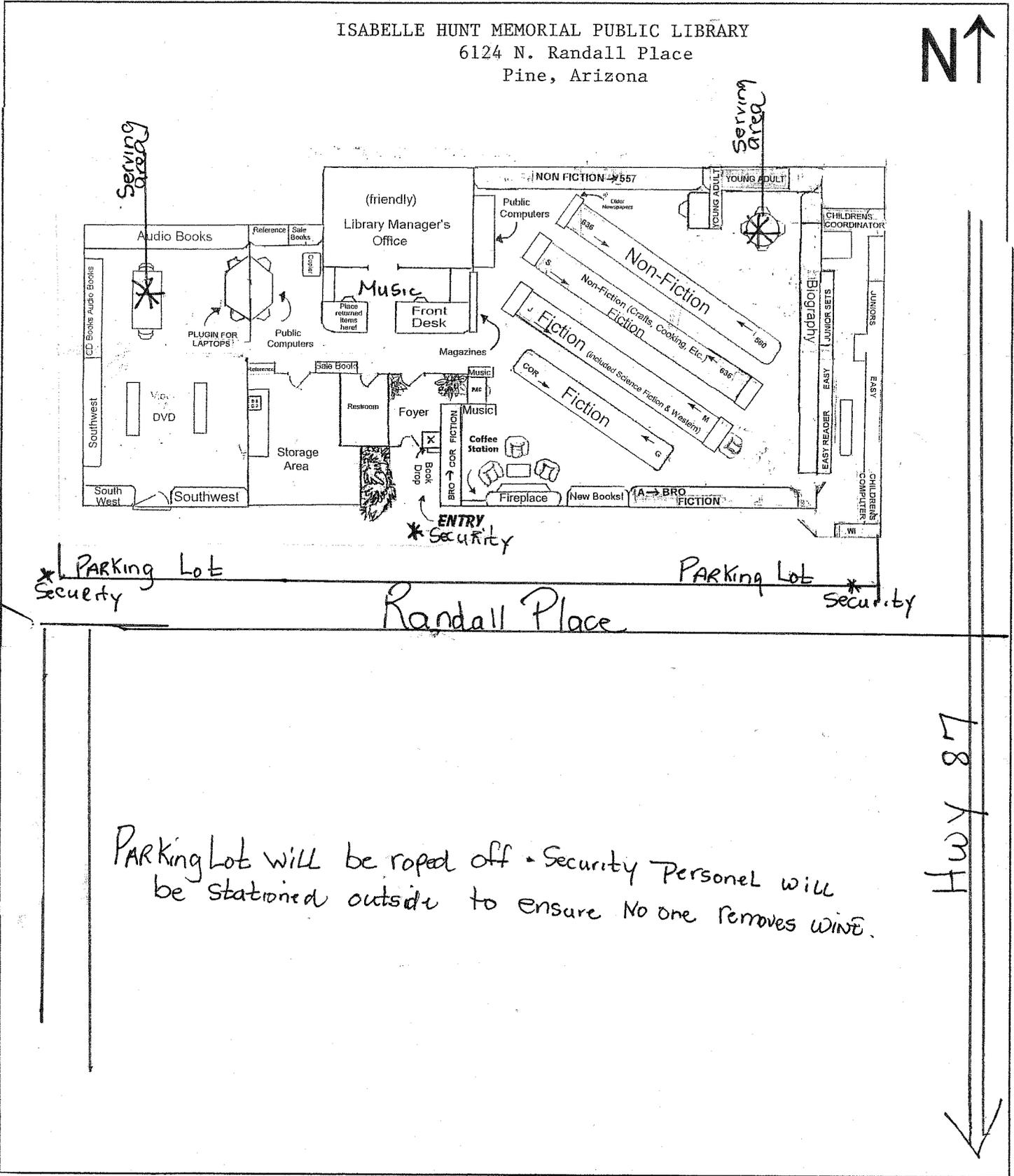
Library parking lot will be roped off for the safety of attendees.

**SECTION 11** Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10/10/2015</u>	<u>Saturday</u>	<u>4pm</u>	<u>8pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 12** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

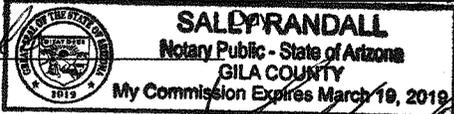


**SECTION 13** This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Becky L. Waer declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON  
(Print full name)  
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event  
Liquor License.

x Sally L. Waer Manager/Chairman April 30, 2015 928/476-3678  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30<sup>th</sup> April 2015  
State Ariz County of Gila Month Year



My Commission Expires on: 3/19/19 Sally Randall  
Date Signature of Notary Public

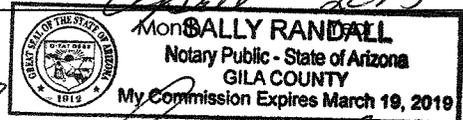
**SECTION 14** This section is to be completed only by the applicant named in Section 9.

I, Becky L. Waer declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Section 9. I have read the application and the contents and all statements are true, correct and  
complete.

x Sally L. Waer Library Manager/Event Chair April 30, 2015 928/476-3678  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 30<sup>th</sup> April 2015  
Day Month Year

State Ariz County of Gila



My Commission Expires on: 3/19/19 Sally Randall  
Date Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: [http://www.azliquor.gov/assets/documents/homepage\\_docs/spec\\_event\\_links.pdf](http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf).

**SECTION 15** Local Governing Body Approval Section

I, \_\_\_\_\_ recommend  APPROVAL  DISAPPROVAL  
(government official) (Title)

on behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ARF-3205**

**Consent Agenda Item 5. C.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Marian Sheppard, Clerk of the Board

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Parcel No. 302-60-200-C

Background Information

On May 5, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the lien amount. A separate \$10 fee is required to be paid by the purchaser in order to record the Quit Claim Deed. The procedures also state that a consent agenda item will be submitted to the Board of Supervisors on a regular meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Parcel No. 302-60-200-C was deeded to the State of Arizona in 2011; however, it did not sell at the annual Board of Supervisors' property tax sale/auction. The lien amount on this parcel is \$693.82. It is described as a small hillside in Payson.

Evaluation

On June, 1, 2015, the Clerk of the Board deposited a check at the County Treasurer's Office which was in the amount of \$693.82 from Jason Vagalatos for the purchase of Assessor's tax parcel number 302-60-200-C.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed so that it can be recorded and later mailed to the Mr. Vagalatos. Mr. Vagalatos has also paid the \$10 fee to record the Quit Claim Deed.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 302-60-200-C to Jason Vagalatos.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the sale of Assessor's parcel number 302-60-200-C to Jason Vagalatos.

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Attachments

Quit Claim Deed 302-60-200-C

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When recorded return to:  
Marian Sheppard, Clerk  
Gila County Board of Supervisors



### GILA COUNTY QUIT-CLAIM DEED

**THIS QUIT CLAIM DEED**, made this 1<sup>st</sup> day of June 2015, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Jason Anastasios Vagalatos, Grantee.

**Address of Grantee: 378 S. Granite Ridge Road, Star Valley, AZ 85541**

#### RECITALS

**WHEREAS**, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

**WHEREAS**, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

**WHEREAS**, on the 9<sup>th</sup> day of June 2015, Grantee did purchase said property for the sum of \$693.82;

**NOW, THEREFORE**, in consideration of the premises, Grantor does hereby quit-claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

**Assessor's Tax Parcel Number: 302-60-200-C**

#### Legal Description:

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

**Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)**

Grantor:

Attest:

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

\_\_\_\_\_  
Marian Sheppard, Clerk  
Gila County Board of Supervisors



**ARF-3191**

**Consent Agenda Item 5. D.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** April 2015

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the Superior Court,  
Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for April 2015.

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Court April 2015

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

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**CLERK'S REPORT  
FOR  
APRIL 2015**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**Of Gila County, Arizona**

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 5/15/2015 12:21:51 PM

Criteria : From Date : 4/1/2015 To Date : 4/30/2015

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$42361.42		(\$43216.62)		(\$855.20)	\$0.00
<b>Agency Name : BOND POSTED - THIS COURT</b>									
BND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$60068.21			(\$500.00)	\$59568.21	\$0.00
<b>Agency Name : D.A.R.E. PROGRAM</b>									
DARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM			\$80.00		\$80.00	\$0.00
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
EORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2500.23		(\$4.18)		\$2496.05	\$124.80
<b>Agency Name : GILA COUNTY TREASURER</b>									
TREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$9.00		\$3.00		\$12.00	\$0.60
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$72.00		\$24.00		\$96.00	\$4.80
		ZVAPB	30% INTERSTATE COMPACT	\$25.50				\$25.50	\$1.28
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$95.00		\$38.00		\$133.00	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$56.77		(\$0.10)		\$56.67	\$2.83
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$3340.00				\$3340.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$435.00				\$435.00	\$21.75

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
TREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$5168.39		(\$8.77)		\$5159.62	\$257.98
		ZFINE	BASE FINES	\$3190.07		\$3243.05		\$6433.12	\$321.66
		ZFORF	BOND FORFEITURES				\$500.00	\$500.00	\$25.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$438.33				\$438.33	\$21.92
		ZCEF	CLEAN ELECTIONS FUND	\$250.54		\$268.08		\$518.62	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$66.96				\$66.96	\$3.35
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$3.54				\$3.54	\$0.18
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$42.12		(\$0.07)		\$42.05	\$2.10
		ZJDET	COUNTY JUV DETENTION	\$169.47		\$2143.22		\$2312.69	\$115.63
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2498.63		(\$4.19)		\$2494.44	\$124.72
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1222.24		\$1676.48		\$2898.72	\$144.94
		ZDNAS	DNA STATE SURCHARGE	\$139.24		\$66.31		\$205.55	\$10.28
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1102.67		\$10.56		\$1113.23	\$55.66
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$314.86		(\$0.54)		\$314.32	\$15.72

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
TREAS	GILA COUNTY TREASURER	ZDREF	DOMESTIC RELATIONS EDUCATION	\$214.05				\$214.05	\$10.70
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1518.34		(\$2.42)		\$1515.92	\$75.80
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$436.89		\$2547.61		\$2984.50	\$149.23
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$213.28		(\$0.36)		\$212.92	\$10.65
		ZDCRT	DRUG COURT FEE FUND	\$654.25				\$654.25	\$32.71
		ZDUIA	DUI ABATEMENT FUND	\$40.00				\$40.00	\$2.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$736.08				\$736.08	\$36.80
		ZWITN	EXPERT WITNESS FUND	\$480.00		\$60.00		\$540.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$94.51		\$1925.17		\$2019.68	\$100.98
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$40.20		\$541.96		\$582.16	\$29.11
		ZFAR2	FARE DELINQUENCY FEE	\$35.00		\$35.00		\$70.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$15.97				\$15.97	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$174.38		\$187.60		\$361.98	\$18.10
		ZCC	GEN JURIS CONCILIATION COURT	\$1387.56		\$15.60		\$1403.16	\$70.16
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$4865.51		\$2964.80		\$7830.31	\$0.00

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# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
TREAS	GILA COUNTY TREASURER	ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$810.91		\$494.12		\$1305.03	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2432.77		\$1482.40		\$3915.17	\$0.00
		ZJF	JAIL (INCARCERATION) FEES			\$5.99		\$5.99	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1227.32		(\$2.07)		\$1225.25	\$61.26
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2787.97		(\$4.66)		\$2783.31	\$139.17
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$165.83		\$66.50		\$232.33	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$307.98		\$123.50		\$431.48	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$20.00		\$97.03		\$117.03	\$5.85
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$110.00		\$442.90		\$552.90	\$27.65
		ZJS	JUVENILE PROBATION SERV FEES	\$196.13		\$1753.43		\$1949.56	\$97.48
		ZLCL	LOCAL COSTS/FEES - NSF	\$25.00				\$25.00	\$1.25
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$336.35		\$463.54		\$799.89	\$39.99
		ZMISC	MISCELLANEOUS FEES	\$75.67				\$75.67	\$3.78

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# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
TREAS	GILA COUNTY TREASURER	ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$0.92		\$8.00		\$8.92	\$0.45
		ZOS5	OFFCR SAFETY EQUIP -DPS	\$4.00				\$4.00	\$0.20
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$31.08		\$4.00		\$35.08	\$1.75
		ZOVF	OVERPAYMENT FORFEITED	\$3.00				\$3.00	\$0.15
		ZPP	PASSPORT APPLICATION FEES	\$1550.00				\$1550.00	\$77.50
		ZPCOF	PRISON CONSTRUCTION AND	\$1929.79		\$246.00		\$2175.79	\$108.79
		ZPBA	PROBATION FEE ADULT	\$11510.06		\$10864.16		\$22374.22	\$1118.71
		ZPUBZ	PUBLIC DEFENDER FEES	\$40.00		\$340.00		\$380.00	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$1061.24		\$387.00		\$1448.24	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$106.73		\$1.20		\$107.93	\$5.40
		ZSTAT	STATE TREASURER - GENERAL FUND			\$25.00		\$25.00	\$1.25
		ZTECH	TECHNICAL REGISTRATION FUND	\$52.00		\$15.00		\$67.00	\$3.35
		ZVAF	VICTIMS ASSISTANCE FUND	\$59.50				\$59.50	\$2.98
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$6.40		\$150.00		\$156.40	\$7.82
		ZGFDU	XTRA DUI ASSMT			\$10.00		\$10.00	\$0.50
		ZPRS9	ZPRS9	\$245.00		\$80.00		\$325.00	\$16.25

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

gency ode	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>gency Name : JUVENILE FAMILY COUNSELING FEE</b>									
JFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE			\$41.00		\$41.00	\$2.05
<b>gency Name : MISCELLANEOUS - TRUST</b>									
VIIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	\$22.00				\$22.00	\$0.00
<b>gency Name : OVERPAYMENT FUND</b>									
OVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$184.50				\$184.50	\$0.00
<b>gency Name : RESTITUTION</b>									
REST	RESTITUTION	ZREST	RESTITUTION	\$12981.34		\$10312.77		\$23294.11	\$0.00
<b>Total:</b>				<b>\$172759.70</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$172759.70</b>	<b>\$3515.02</b>
								<b>LESS Shaded Areas:</b>	<u>- 85,685.87</u>
									87,073.83
								<b>LESS FARE FEES:</b>	<u>-85.97</u>
									86,987.86
								<b>PLUS HOLD RECEIPTING:</b>	<u>+855.20</u>
									<u>\$ 87,843.06</u>

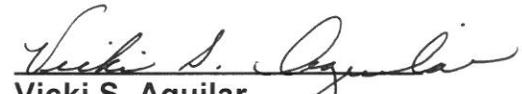
STATE OF ARIZONA     )  
                                  )  ss:  
County of Gila         )

**ANITA ESCOBEDO, being first duly sworn according to law,  
Deposes and says:**

**That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of APRIL, 2015.**

  
**ANITA ESCOBEDO**  
Clerk of the Superior Court  
Of Gila County, Arizona

**SUBSCRIBED AND SWORN to before me this 18<sup>TH</sup> day of MAY 2015.**

  
**Vicki S. Aguilar**  
Chief Deputy

**ARF-3168**

**Consent Agenda Item 5. E.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** April 2015

**Submitted For:** Jesse Bolinger, Justice of the Peace-Globe Region

**Submitted By:** Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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**Information**

**Subject**

April 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

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**Attachments**

April 2015

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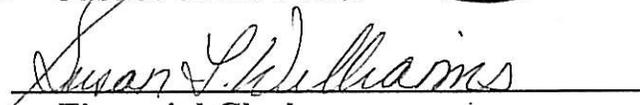
**GLOBE REGIONAL JUSTICE COURT  
MONTHLY TRUST REPORT**

**For the Month of: April, 2015**

**BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 4,375.53</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 6,431.99</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 4,874.62</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 5,932.90</b>

  
Justice of the Peace

  
Financial Clerk

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

APRIL, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Native Plant	ZANP			\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 181.33	\$ 9.07	\$ 172.26
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 738.56	\$ 36.93	\$ 701.63
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 280.50	\$ 14.03	\$ 266.47
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,297.40	\$ 266.47	\$ 3,030.93
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 3,952.81	\$ -	\$ 3,952.81
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 3,043.50	\$ 152.18	\$ 2,891.32
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 152.56	\$ 7.63	\$ 144.93
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 4,603.00	\$ 230.15	\$ 4,372.85
Alternative Dispute Resolution	ZADR		T848-2061	\$ 44.56	\$ 2.23	\$ 42.33
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	\$ 35.52	\$ 1.78	\$ 33.74
Confidential Address Assessment - State Treasurer	ZCAA1		T884-2061	\$ 266.48	\$ 13.33	\$ 253.15
Confidential Address Assessment - Local	ZCAA2	1005.311-3800.30		\$ 14.02	\$ 0.71	\$ 13.31
Citizens Clean Elections	ZCEF		T888-2061	\$ 2,255.93	\$ 13.31	\$ 2,242.62
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	\$ 10,806.53	\$ 540.33	\$ 10,266.20
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,540.00	\$ 77.00	\$ 1,463.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	\$ 1,224.18	\$ 61.21	\$ 1,162.97
DUI Abatement	ZDUIA		T889-2061	\$ 310.80	\$ 15.54	\$ 295.26
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	\$ 333.05	\$ 16.66	\$ 316.39
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 221.85	\$ 11.10	\$ 210.75
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,028.54	\$ 51.43	\$ 977.11
Forensic Investigation Fund	ZFIF			\$ -	\$ -	\$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 22,129.49	\$ 1,106.48	\$ 21,023.01
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,578.09	\$ 78.91	\$ 1,499.18
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,413.48	\$ 70.68	\$ 1,342.80
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 1,064.63	\$ -	\$ 1,064.63
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 148.16	\$ -	\$ 148.16
Judicial Collection Enhancement \$13	ZJCS		T840-2061	\$ 1,980.57	\$ -	\$ 1,980.57
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	\$ 339.03	\$ -	\$ 339.03
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 3,160.62	\$ -	\$ 3,160.62
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 257.89	\$ -	\$ 257.89
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 439.96	\$ -	\$ 439.96
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 293.30	\$ -	\$ 293.30
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 522.09	\$ 26.11	\$ 495.98
Law Enforcement Boating Safety Fund	ZLEAB			\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ 299.66	\$ 14.99	\$ 284.67
Medical Services Enhancement 13%	ZMSEF		T813-2061	\$ 3,197.45	\$ 159.88	\$ 3,037.57
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	\$ 1,679.21	\$ 83.97	\$ 1,595.24
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	\$ 209.91	\$ 10.50	\$ 199.41
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	\$ 79.92	\$ 4.00	\$ 75.92
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	\$ 66.76	\$ 3.34	\$ 63.42
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	\$ 661.59	\$ 33.08	\$ 628.51
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	\$ 8.36	\$ 0.42	\$ 7.94
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14		0953-2061	\$ 15.39	\$ 0.77	\$ 14.62
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	\$ 3.04	\$ 0.16	\$ 2.88
Health and Human Services (HHS)	ZOS17		T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18		T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	\$ -	\$ -	\$ -
TriCity Fire Department (TRIF)	ZOS20		T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	\$ 0.54	\$ 0.03	\$ 0.51
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety Equipment - Attorney General Office	ZOS26			\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 165.12	\$ 8.26	\$ 156.86
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 927.33	\$ 46.37	\$ 880.96
Prison Construction Fund	ZPCOF		T908-2061	\$ 7,455.64	\$ 372.79	\$ 7,082.85
Probation Surcharge 2006 (\$10.00)	ZPRS6		T871-2061	\$ 184.05	\$ 9.20	\$ 174.85
Probation Surcharge 2009 (\$20.00)	ZPRS9		T871-2061	\$ 4,525.58	\$ 226.28	\$ 4,299.30
Probation Surcharge \$5.00	ZPRSU		T871-2061	\$ 115.17	\$ 5.76	\$ 109.41
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 387.23	\$ 109.41	\$ 277.82
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ 4,591.31	\$ -	\$ 4,591.31
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ 3,060.86	\$ -	\$ 3,060.86

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

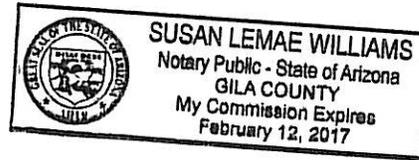
APRIL, 2015	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 135.36	\$ 6.77	\$ 128.59
Technical Registration Fund (\$15 Drug Offenses)	ZTECH			\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF		T814-2061	\$ -	\$ -	\$ -
Victims Rights Enforcement Fund	ZVREA		T957-2061	\$ 292.88	\$ 14.65	\$ 278.23
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 65.97	\$ 3.30	\$ 62.67
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 8.24	\$ 0.42	\$ 7.82
<b>TOTALS</b>				<b>\$ 95,799.00</b>	<b>\$ 3,917.82</b>	<b>\$ 91,881.18</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 91,881.18</b>
				<b>TOTAL RESTITUTION RECEIVED</b>		<b>\$ 2,857.15</b>
				<b>TOTAL RECEIPTS THIS MONTH</b>		<b>\$ 98,656.15</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/4/2015	8774	\$ 15,533.20	ARIZONA STATE TREASURER
5/4/2015		\$ 80,195.31	GILA COUNTY TREASURER
5/4/2015	8776	\$ 62.67	GILA COUNTY SHERIFF D.A.R.E.
5/4/2015	8777	\$ 7.82	CITY POLICE SUSPENDED PLATES
		<b>\$ 95,799.00</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of APRIL, 2015.

Jesse E. Bolinger  
Justice of the Peace  
Subscribed and Sworn to before me this 19<sup>th</sup> day of May, 2015.  
Susan Lemae Williams  
Notary Public

day of May, 2015.  
My Commission Expires: February 12, 2017



**ARF-3171**

**Consent Agenda Item**

**5. F.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** April 2015

**Submitted For:** Colt White, Payson Regional Constable

**Submitted By:** Michelle Keegan, Administrative Clerk Senior, Constable  
- Payson Regional

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for April 2015

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Constable's Office.

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**Attachments**

Payson Regional Constable's Office Monthly Report for April 2015

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Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

## April 2015 MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

May 1, 2015

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

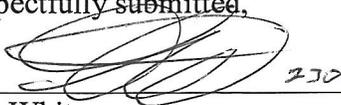
**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **April, 2015**, the Payson Regional Constable's Office:

- ◆ Received a total of **204** papers for service
- ◆ Drove a total of **1,345** miles
- ◆ Collected a total of **\$867.40** as follows:

• Check Total	\$340.00
• Cash Total	<u>\$527.40</u>
• Total Deposited	\$867.40
• Less Writ Fee (1 @ \$5.00/each) Collected (Check #2390/Treasurer's Receipt #98412)	<u>(\$ 5.00)</u>
• Paid to General Fund (Check #2391/Treasurer's Receipt #98413)	\$862.40
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	<u>\$ 875.00</u>
Grand Total Paid to General Fund	<b><u>\$1,737.40</u></b>

Respectfully submitted,

  
\_\_\_\_\_  
Colt White  
Payson Regional Constable  
Gila County, Payson, Arizona

Deputy Constable



Michelle Keegan  
Clerk of the Constable

Office of  
Payson Regional Constable  
Colt White

**PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS**  
**MONTHLY TOTALS FOR FISCAL YEAR 2014-2015**

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	182	1,396	\$1,417.60	\$875.00	\$2,287.60
AUGUST	222	1,397	\$1,749.80	\$875.00	\$2,624.80
SEPTEMBER	109	1,249	\$1,360.40	\$875.00	\$2,235.40
OCTOBER	160	1,070	\$1,307.00	\$875.00	\$2,182.00
NOVEMBER	159	986	\$1,505.20	\$875.00	\$2,380.20
DECEMBER	113	741	\$1,846.80	\$875.00	\$2,721.80
JANUARY	113	1,828	\$831.00	\$875.00	\$1,706.00
FEBRUARY	88	913	\$865.40	\$875.00	\$1,740.40
MARCH	119	1,140	\$1,187.20	\$875.00	\$2,062.20
APRIL	204	1,345	\$867.40	\$875.00	\$1,742.40
MAY					
JUNE					
YEAR TOTAL:	1,469	12,065	\$12,937.80	\$8,750.00	\$21,687.80



# Payson Regional Constable's Office

## Cash Received Report, by Name

<u>Name</u>	<u>Process #</u>	<u>Received</u>	<u>Receipt #</u>	<u>Amount Received</u>
Bohlman, Mildred Suzanne	1504PR075	04/16/15	516	48.00
				<b>48.00</b>
Cedar Grove MHP LLC,	1504PR107	04/24/15	529	48.00
				<b>48.00</b>
Clifton, Casey Jones	1504PR063	04/14/15	512	40.00
				<b>40.00</b>
Dillon, Daniel Joesph	1504PR066	04/14/15	513	40.00
				<b>40.00</b>
Fast Track Legal,	1504PR061	04/13/15	511	40.00
				<b>40.00</b>
Get Smart Process Service,	1504PR108	04/27/15	527	40.00
	1504PR109	04/27/15	528	24.00
				<b>64.00</b>
Goggan Blair & Sampsom LLP, Linebarger	1504PR060	04/13/15	510	40.00
				<b>40.00</b>
Hastings, Ian Martin	1504PR120	04/29/15	533	40.00
				<b>40.00</b>
Law Office of Jo Ellen Vork,	1504PR084	04/20/15	518	40.00
				<b>40.00</b>
Perry, Benjamin C	1504PR155	04/30/15	537	74.40
				<b>74.40</b>
Pine Creek Cabins LLC,	1504PR022	04/06/15	506	68.00
	1504PR070	04/16/15	515	97.00
				<b>165.00</b>

					<b>165.00</b>
Vela, Joseph Michael	1504PR100	04/24/15	524	40.00	-----
					<b>40.00</b>
Wallace, Scott	1504PR154	04/30/15	538	40.00	-----
					<b>40.00</b>
Weber, Debra Ann	1504PR076	04/16/15	517	68.00	-----
					<b>68.00</b>
Weddel, Paula Marie Smith	1504PR101	04/24/15	525	40.00	-----
					<b>40.00</b>
Young, Michael Dean	1504PR015	04/03/15	505	40.00	-----
					<b>40.00</b>
					-----
<b>Total Cash Received:</b>					<b>867.40</b>

**Report Includes:**

All transaction dates between `04/01/15` and `04/30/15`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`



# Payson Regional Constable's Office

## Process Status Report, by Process Type

<u>Process Description</u>	<u>Total</u>	<u>Active</u>		<u>Served</u>		<u>Retd/Unsrvd</u>	
Arrest Warrant	84	84	100.00	0	0.00	0	0.00
Civil Citation	1	0	0.00	0	0.00	1	100.00
Criminal Subpoena	55	2	3.64	50	90.91	3	5.45
Civil Summons	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	3	0	0.00	2	66.67	1	33.33
Injunction Against Wrkplc Harr	1	0	0.00	1	100.00	0	0.00
Notice and Summons	1	0	0.00	1	100.00	0	0.00
Notice	3	0	0.00	3	100.00	0	0.00
Notice to Appear; Petition	9	0	0.00	9	100.00	0	0.00
Order of Protection	18	1	5.56	16	88.89	1	5.56
Order to Show Cause	5	0	0.00	5	100.00	0	0.00
Order to Appear	2	0	0.00	2	100.00	0	0.00
Summons and Complaint	2	0	0.00	2	100.00	0	0.00
Summons Forcible Detainer	4	0	0.00	4	100.00	0	0.00
Criminal Summons	14	0	0.00	5	35.71	9	64.29
Writ of Restitution	1	0	0.00	1	100.00	0	0.00
<b>Totals</b>	<b>204</b>	<b>87</b>	<b>42.65</b>	<b>102</b>	<b>50.00</b>	<b>15</b>	<b>7.35</b>

### Report Includes:

All receive dates between `00:00:00 04/01/15` and `23:59:59 04/30/15`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`



# Payson Regional Constable's Office

## Civil Process Service Attempts Summary

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**To Be Served:** Adler, Ronald J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16603 N Hwy 87/HCR 1 Box 1229/Rye, Payson Dirks, B C		Ron Adler	YES

**Time/Date:** 13:38:00 04/07/15

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**To Be Served:** Aldrich, Catherine

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
PO Box 2694, Pahrump	White, C		NO

**Time/Date:** 09:30:00 04/03/15

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**To Be Served:** Altstatt, Miranda L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Todd, Travis	Miranda Altstatt	YES

**Time/Date:** 16:09:00 04/29/15

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**To Be Served:** Amick, Kyle A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
915 W Colt Dr, Payson	White, C		NO

**Time/Date:** 09:17:00 04/14/15

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**To Be Served:** Anasastiga, Andrea

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 E AZ Hwy 260; unit 34, Star Valley	White, C	Posted	YES

**Time/Date:** 10:24:00 04/01/15

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**To Be Served:** Armistead, Kaitlyn J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
411 S McLane Rd, Payson	White, C		NO

**Time/Date:** 09:30:00 04/14/15

411 S McLane Rd, Payson	White, C		NO
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Time/Date: 09:34:00 04/14/15

1009 S BEELINE HWY; CIRCLE K, Payson White, C Kaitlyn Armistead YES

Time/Date: 11:31:00 04/20/15

To Be Served: Avery, Melissa M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
130140N 130th Ln, El Mirage	White, C		NO

Time/Date: 15:30:00 04/24/15

To Be Served: Bahe, Leslie E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
501 E Lorene, Payson	White, C	Leslie Elizabeth Bahe	YES

Time/Date: 10:04:00 04/01/15

To Be Served: Bakken, Kevin E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
17033 W CONTROL RD, Payson	White, C		NO

Time/Date: 15:01:00 04/17/15

17033 W CONTROL RD, Payson	White, C		NO
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Time/Date: 11:00:00 04/20/15

17033 W CONTROL RD, Payson	White, C		NO
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Time/Date: 15:48:00 04/20/15

2000 N BEELINE HWY; HOME DEPOT, Payson	White, C	Kevin Emil Bakken	YES
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Time/Date: 10:22:00 04/23/15

To Be Served: [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO

Time/Date: 15:01:00 04/17/15

[REDACTED]	White, C		NO
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Time/Date: 15:01:00 04/17/15

[REDACTED]	White, C		NO
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**Time/Date:** 11:00:00 04/20/15  
 [REDACTED] White, C NO  
**Time/Date:** 11:00:00 04/20/15  
 [REDACTED] White, C NO  
**Time/Date:** 15:48:00 04/20/15  
 [REDACTED] White, C NO  
**Time/Date:** 15:48:00 04/20/15  
 [REDACTED] White, C [REDACTED] YES  
**Time/Date:** 10:22:00 04/23/15  
 [REDACTED], White, C [REDACTED] YES  
**Time/Date:** 10:22:00 04/23/15

**To Be Served:** Barnes, Teresa L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
16557 N AZ Hwy 87 SPC 24, Payson	Dirks, B C	Teresa Barnes	YES
<b>Time/Date:</b> 13:31:00 04/07/15			

**To Be Served:** Bogatko, Nick

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 16:30:00 04/03/15			

**To Be Served:** Bolton, John G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1804 W. Bonita, Payson	White, C		NO
<b>Time/Date:</b> 11:15:00 04/17/15			
1804 W. Bonita, Payson	White, C		NO
<b>Time/Date:</b> 11:15:00 04/17/15			
1804 W. Bonita, Payson	White, C		NO
<b>Time/Date:</b> 15:31:00 04/17/15			
1804 W. Bonita, Payson	White, C		NO
<b>Time/Date:</b> 15:31:00 04/17/15			

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1804 W. Bonita, Payson	White, C	John G Bolton	YES
<b>Time/Date:</b> 14:47:00 04/20/15			
1804 W. Bonita, Payson	White, C	John G Bolton	YES
<b>Time/Date:</b> 14:47:00 04/20/15			

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**To Be Served:** Bowan, Tiffany A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
308 E WADE LN, Payson	White, C	Tiffany Ann Bowan	YES
<b>Time/Date:</b> 13:46:00 04/01/15			

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**To Be Served:** Bridges, Jamie V.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3245 N HUNT LN, Pine	White, C		NO
<b>Time/Date:</b> 12:36:00 04/03/15			
302 W AERO DR, Payson	White, C		NO
<b>Time/Date:</b> 15:28:00 04/03/15			
302 W AERO DR, Payson	Dirks, B C		NO
<b>Time/Date:</b> 12:30:00 04/04/15			
302 W AERO DR, Payson	Dirks, B C		NO
<b>Time/Date:</b> 13:12:00 04/06/15			
511 E WADE LN, Payson	White, C		NO
<b>Time/Date:</b> 16:30:00 04/17/15			
302 W AERO DR, Payson	White, C		NO
<b>Time/Date:</b> 16:38:00 04/17/15			
714 S BEELINE HWY, Payson	David Hornung	Jamie Valinda Bridges	YES
<b>Time/Date:</b> 15:08:00 04/29/15			

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**To Be Served:** Bryce, Lori A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1100 E SOUTH ST, Globe	White, C	Lori Ann Bryce	YES
<b>Time/Date:</b> 19:30:00 04/24/15			

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**To Be Served:** Burnette, Victoria T.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
110 Airport Road #16, Payson <b>Time/Date:</b> 13:57:00 04/01/15	White, C	Victoria Tina Burnette	YES
<b>To Be Served:</b> Carollo, Elizabeth A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
105 E Main Street #203, Payson <b>Time/Date:</b> 15:25:00 04/13/15	White, C		NO
105 E Main Street #203, Payson <b>Time/Date:</b> 10:00:00 04/14/15	White, C		NO
105 E Main Street #203, Payson <b>Time/Date:</b> 11:36:00 04/20/15	White, C		NO
105 E Main Street #203, Payson <b>Time/Date:</b> 14:06:00 04/22/15	White, C		NO
<b>To Be Served:</b> Chanez, Sarahi			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3696 E AZ HIGHWAY 260; unit A4, Star Valley <b>Time/Date:</b> 16:09:00 04/16/15	White, C		NO
3696 E AZ HIGHWAY 260; unit A4, Star Valley <b>Time/Date:</b> 16:16:00 04/16/15	White, C		NO
3760 E AZ HIGHWAY 260; unit 22, Star Valley <b>Time/Date:</b> 16:20:00 04/16/15	White, C		NO
3760 E AZ HIGHWAY 260; unit 22, Star Valley <b>Time/Date:</b> 09:50:00 04/17/15	White, C		NO
3760 E AZ HIGHWAY 260; unit 22, Star Valley <b>Time/Date:</b> 10:14:00 04/20/15	White, C		YES
<b>To Be Served:</b> Cleckler, Jessica			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
306 E PHOENIX ST, Payson <b>Time/Date:</b> 11:30:00 04/01/15	White, C		NO
306 E PHOENIX ST, Payson	White, C		NO

<b>Time/Date:</b> 16:50:00 04/01/15	306 E PHOENIX ST, Payson	White, C		NO
<b>Time/Date:</b> 10:35:00 04/02/15	306 E PHOENIX ST, Payson	White, C		NO
<b>Time/Date:</b> 16:12:00 04/03/15	200 E STHY 260; DOLLAR TREE, Payson	White, C		NO
<b>Time/Date:</b> 09:22:00 04/20/15	213 W BONITA ST; unit 3, Payson	White, C		NO
<b>Time/Date:</b> 09:29:00 04/20/15	213 W BONITA ST; unit 3, Payson	White, C	Jessica Cleckler	YES
<b>Time/Date:</b> 10:20:00 04/21/15				

**To Be Served:** Cowan, Treeva M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 W LONGHORN RD; unit 135, Payson	White, C		NO
<b>Time/Date:</b> 09:25:00 04/20/15			

**To Be Served:** Cox, Carmella

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 E Cherry St, Payson	White, C		NO
<b>Time/Date:</b> 13:31:00 04/02/15			
310 E Cherry St, Payson	White, C		NO
<b>Time/Date:</b> 13:31:00 04/02/15			
310 E Cherry St, Payson	White, C	Carmella Cox	YES
<b>Time/Date:</b> 14:18:00 04/02/15			
310 E Cherry St, Payson	White, C	Carmella Cox	YES
<b>Time/Date:</b> 14:18:00 04/02/15			

**To Be Served:** Crisp, Michael F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
173 PINE CANYON RD; unit guest house, Star Valley	White, C		NO
<b>Time/Date:</b> 11:49:00 04/17/15			

173 PINE CANYON RD; unit guest house, Star White, C Valley NO

**Time/Date:** 16:42:00 04/17/15

3860 E AZ HIGHWAY 260, Star Valley White, C Michael Franklin Crisp YES

**Time/Date:** 16:57:00 04/17/15

**To Be Served:** Cristenson, Amber E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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16557 N Hwy 87; unit 7, Payson	White, C		NO
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**Time/Date:** 14:41:00 04/13/15

16557 N Hwy 87; unit 7, Payson	White, C		NO
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**Time/Date:** 09:54:00 04/20/15

16557 N Hwy 87; unit 7, Payson	White, C		NO
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**Time/Date:** 11:36:00 04/20/15

16557 N Hwy 87; unit 7, Payson	White, C		NO
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**Time/Date:** 11:44:00 04/22/15

**To Be Served:** Croy, Mark E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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45 S WALTERS LN; JENNYS MHP; unit 7, Star Valley	White, C	Posted	YES
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**Time/Date:** 10:46:00 04/17/15

**To Be Served:** Dailey, Christina A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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217 W Wade Ln Unit A, Payson	White, C		NO
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**Time/Date:** 16:22:00 04/13/15

217 W Wade Ln Unit A, Payson	White, C		NO
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**Time/Date:** 10:05:00 04/14/15

217 W Wade Ln Unit A, Payson	White, C		NO
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**Time/Date:** 08:26:00 04/16/15

**To Be Served:** Dorame-Ruiz, Manuel A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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121 S Tonto St #18, Payson	White, C		NO
<b>Time/Date:</b> 14:54:00 04/13/15			
121 S Tonto St #18, Payson	White, C		NO
<b>Time/Date:</b> 15:13:00 04/13/15			
121 S Tonto St #18, Payson	White, C		NO
<b>Time/Date:</b> 15:53:00 04/15/15			

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<b>To Be Served:</b> Eggert, Gary A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St, Payson	Scott, T K	GCSO Clipboard	YES
<b>Time/Date:</b> 11:40:00 04/08/15			

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<b>To Be Served:</b> Ellsworth, Rowan J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Cronk, R C	Rowan Joseph Ellsworth	YES
<b>Time/Date:</b> 14:25:00 04/03/15			

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<b>To Be Served:</b> Engler, Donald B. II			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 S Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 09:30:00 04/13/15			

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<b>To Be Served:</b> Estrella, Jason L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 S PONDEROSA ST, Payson	White, C		NO
<b>Time/Date:</b> 11:32:00 04/24/15			
410 S PONDEROSA ST, Payson	White, C		NO
<b>Time/Date:</b> 14:24:00 04/24/15			
410 S PONDEROSA ST, Payson	White, C	Jason Lee Estrella	YES
<b>Time/Date:</b> 15:44:00 04/24/15			

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<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>

	White, C	NO
<b>Time/Date:</b> 16:09:00 04/16/15		
	White, C	NO
<b>Time/Date:</b> 16:16:00 04/16/15		
	White, C	NO
<b>Time/Date:</b> 16:20:00 04/16/15		
	White, C	NO
<b>Time/Date:</b> 09:50:00 04/17/15		
	White, C	YES
<b>Time/Date:</b> 10:14:00 04/20/15		

**To Be Served:** Frank, Jonathan W. III

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
905 S MCLANE RD; unit 30, Payson	White, C		NO
<b>Time/Date:</b> 16:10:00 04/13/15			
905 S MCLANE RD; unit 30, Payson	White, C		NO
<b>Time/Date:</b> 13:38:00 04/20/15			
905 S MCLANE RD; unit 30, Payson	White, C		NO
<b>Time/Date:</b> 10:26:00 04/21/15			
905 S MCLANE RD; unit 30, Payson	White, C		NO
<b>Time/Date:</b> 13:44:00 04/23/15			

**To Be Served:** Freeman, Michael E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	White, C	Michael Edward Freeman	YES
<b>Time/Date:</b> 09:56:00 04/16/15			

**To Be Served:** Frost, Waylon G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3760 E AZ Highway 260; unti 9, Star Valley	White, C	Austin Kyle Woolf	YES
<b>Time/Date:</b> 16:37:00 04/13/15			

**To Be Served:** Garcia, Melissa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
408 E. Elderweiss circle, Payson	White, C		NO
<b>Time/Date:</b> 14:10:00 04/01/15			
408 E. Elderweiss circle, Payson	White, C		YES
<b>Time/Date:</b> 09:38:00 04/02/15			
<b>To Be Served:</b> Garrett, Jamie			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 West Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 09:44:00 04/01/15			
108 West Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 09:30:00 04/13/15			
<b>To Be Served:</b> Garvin, Donald J.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N. Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:54:00 04/17/15			
303 N. Beeline, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 16:13:00 04/24/15			
<b>To Be Served:</b> Gear, Brent			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
807 S PONDEROSA ST; PAYSON REGIONAL MEDICAL CENTER, Payson	White, C	Brent Gear	YES
<b>Time/Date:</b> 15:30:00 04/24/15			
<b>To Be Served:</b> Gnodle, Dale R.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
511 E Bonita, Payson	White, C		NO
<b>Time/Date:</b> 10:00:00 04/02/15			
511 E Bonita, Payson	White, C		NO
<b>Time/Date:</b> 10:15:00 04/02/15			
511 E Bonita, Payson	White, C		NO

**Time/Date:** 10:17:00 04/03/15  
 630 N BEELINE HWY, Payson White, C Dale R Gnodle YES

**Time/Date:** 10:28:00 04/03/15

**To Be Served:** Hanse, Ronald G.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W. Main St, Payson	White, C	GCSO Clipboard	YES

**Time/Date:** 09:30:00 04/13/15

**To Be Served:** Hansen, Michael

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 16:13:00 04/24/15

**To Be Served:** Haught, Samuel D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3792 E AZ HIGHWAY 260; CIRCLE K, Star Valley	White, C	Samuel Dwight Haught	YES

**Time/Date:** 12:20:00 04/17/15

**To Be Served:** Heisler, Leroy E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
575 S HOHOKAM LN, Tonto Basin	White, C		NO

**Time/Date:** 17:25:00 04/20/15

575 S HOHOKAM LN, Tonto Basin	White, C		NO
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**Time/Date:** 10:09:00 04/21/15

575 S HOHOKAM LN, Tonto Basin	White, C	Leroy Heisler	YES
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**Time/Date:** 14:29:00 04/23/15

**To Be Served:** [REDACTED]

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO

**Time/Date:** 11:38:00 04/13/15

[REDACTED]	White, C		NO
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Time/Date: 11:51:00 04/13/15

[Redacted]

White, C

NO

Time/Date: 08:07:00 04/14/15

[Redacted]

White, C

[Redacted]

YES

Time/Date: 09:46:00 04/14/15

To Be Served: Hickman, Richard L.

Service Attempt

Attempted By

Served On

Svd?

5293 N DUNCAN DR, Strawberry

White, C

Richard Leroy Hickman

YES

Time/Date: 19:27:00 04/20/15

To Be Served: Hoffman, Billy

Service Attempt

Attempted By

Served On

Svd?

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 10:34:00 04/01/15

303 N Beeline Highway, Payson

White, C

PPD Clipboard

YES

Time/Date: 16:30:00 04/03/15

To Be Served: Hoffman, Yvette

Service Attempt

Attempted By

Served On

Svd?

714 S BEELINE HWY, Payson

White, C

Yvette Hoffman

YES

Time/Date: 11:55:00 04/28/15

To Be Served: Hopkins, Logan W.

Service Attempt

Attempted By

Served On

Svd?

108 W MAIN ST, Payson

White, C

Logan Hopkins

YES

Time/Date: 09:20:00 04/20/15

To Be Served: Hopson, Debra D. II

Service Attempt

Attempted By

Served On

Svd?

203 W Elm St, Payson

White, C

NO

Time/Date: 16:51:00 04/16/15

203 W Elm St, Payson

White, C

NO

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<b>Time/Date:</b> 14:00:00 04/20/15			
203 W Elm St, Payson	White, C		NO
<b>Time/Date:</b> 09:30:00 04/21/15			
203 W Elm St, Payson	White, C		NO
<b>Time/Date:</b> 10:44:00 04/23/15			
203 W Elm St, Payson	White, C	Debra Diane Hopson II	YES
<b>Time/Date:</b> 15:04:00 04/23/15			

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**To Be Served:** Isaac, Larry S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
436 N Dealers Choice Rd, Payson	White, C	Larry Issac	YES
<b>Time/Date:</b> 09:45:00 04/03/15			
436 N Dealers Choice Rd, Payson	White, C	Larry Isaac	YES
<b>Time/Date:</b> 11:49:00 04/23/15			

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**To Be Served:** James, Jessica M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
213 W BONITA ST; unit 3, Payson	White, C	Jessica James	YES
<b>Time/Date:</b> 11:00:00 04/01/15			
213 W BONITA ST; unit 3, Payson	White, C	Jessica James	YES
<b>Time/Date:</b> 11:00:00 04/01/15			

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**To Be Served:** Jaskulski, Timothy J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	McClure, J	Timothy John Jaskulski	YES
<b>Time/Date:</b> 08:50:00 04/16/15			

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**To Be Served:** Jones, Alicia

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 N EASY ST, Payson	White, C		NO
<b>Time/Date:</b> 11:40:00 04/24/15			
806 N EASY ST, Payson	White, C		NO
<b>Time/Date:</b> 14:49:00 04/24/15			

806 N EASY ST, Payson	White, C	Alicia Jones	YES
<b>Time/Date:</b> 16:33:00 04/24/15			
<b>To Be Served:</b> Jones, Guy D.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 N EASY ST, Payson	White, C		NO
<b>Time/Date:</b> 11:40:00 04/24/15			
806 N EASY ST, Payson	White, C	Guy Jones	YES
<b>Time/Date:</b> 15:26:00 04/24/15			
<b>To Be Served:</b> Jones, Tracy A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 N EASY ST, Payson	White, C		NO
<b>Time/Date:</b> 11:40:00 04/24/15			
806 N EASY ST, Payson	White, C	Tracy Jones	YES
<b>Time/Date:</b> 16:33:00 04/24/15			
<b>To Be Served:</b> [REDACTED]			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 14:10:00 04/01/15			
[REDACTED]	White, C	[REDACTED]	YES
<b>Time/Date:</b> 09:38:00 04/02/15			
<b>To Be Served:</b> Kennedy, David A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3792 E Hwy 260, Payson	White, C	David Allen Kennedy	YES
<b>Time/Date:</b> 12:23:00 04/17/15			
<b>To Be Served:</b> Koerschner, Damon C.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1400 E ASH ST, Globe	Mancha, R	Damon Koerschner	YES
<b>Time/Date:</b> 09:57:00 04/20/15			

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**To Be Served:** Krombeen, Nathan

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 16:13:00 04/03/15			

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**To Be Served:** La Forge, Carime A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
209 S Clark Rd, Payson	Havey, M T	Carime Anne LaForge	YES
<b>Time/Date:</b> 16:39:00 04/21/15			

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**To Be Served:** LaBonte, Cole

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
<b>Time/Date:</b> 15:36:00 04/03/15			

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**To Be Served:** Licavoli, Peter V.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:47:00 04/01/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 16:13:00 04/03/15			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
<b>Time/Date:</b> 10:29:00 04/13/15			

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**To Be Served:** Linton, Larry

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
4230 N AZ HIGHWAY 87; COUNTRY MEADOWS MHP; unit 17, Pine	White, C	Larry Linton	YES
<b>Time/Date:</b> 14:48:00 04/17/15			

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**To Be Served:** Lusk, Donald E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
175 E LARIAT DR, Star Valley	Havey, M T	Donald Earl Lusk	YES

Time/Date: 16:25:00 04/21/15

To Be Served: Manery, Charyree F.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
310 E Cherry, Payson	White, C		NO
Time/Date: 11:38:00 04/13/15			
309 N STAGECOACH PASS, Payson	White, C		NO
Time/Date: 11:51:00 04/13/15			
309 N STAGECOACH PASS, Payson	White, C		NO
Time/Date: 08:07:00 04/14/15			
309 N STAGECOACH PASS, Payson	White, C	Charyree Faye Manery	YES
Time/Date: 09:46:00 04/14/15			

To Be Served: Manning, Luke

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1008 N GILA DR, Payson	White, C		NO
Time/Date: 14:04:00 04/02/15			
1302 N BEELINE HWY; unit Birch, Payson	White, C		NO
Time/Date: 09:24:00 04/03/15			
301 E STHY 260; JACK IN THE BOX, Payson	White, C	Luke Manning	YES
Time/Date: 15:15:00 04/03/15			
1302 N BEELINE HWY; unit Birch, Payson	White, C		NO
Time/Date: 11:32:00 04/23/15			
1302 N BEELINE HWY; unit Birch, Payson	White, C	Luke Manning	YES
Time/Date: 11:47:00 04/24/15			

To Be Served: McAnerny, Donald M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
3798 N Gila Trail, Pine	White, C	Donald M McAnerny	YES
Time/Date: 14:58:00 04/17/15			

To Be Served: Melchisedech, Timothy J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
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1100 E SOUTH ST, Globe	DalMolin, B C	Tim Melchisedech	YES
<b>Time/Date:</b> 15:54:00 04/03/15			
<b>To Be Served:</b> Miller, Jeremy T.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1002 W SADDLE LN, Payson	White, C		NO
<b>Time/Date:</b> 13:49:00 04/02/15			
1002 W SADDLE LN, Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 04/03/15			
1002 W SADDLE LN, Payson	White, C		NO
<b>Time/Date:</b> 10:57:00 04/03/15			
301 S BEELINE HWY; BURGER KING, Payson	White, C	Jeremy Miller	YES
<b>Time/Date:</b> 14:53:00 04/03/15			
1302 N BEELINE HWY; unit Birch, Payson	White, C		NO
<b>Time/Date:</b> 11:32:00 04/23/15			
1302 N BEELINE HWY; unit Birch, Payson	White, C	Jeremy Miller	YES
<b>Time/Date:</b> 11:47:00 04/24/15			
<b>To Be Served:</b> Miller, Sylvia R.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
1002 W. Saddle Ln., Payson	White, C		NO
<b>Time/Date:</b> 13:49:00 04/02/15			
1002 W. Saddle Ln., Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 04/03/15			
111 E STHY 260, Payson	White, C	Sylvia Miller	YES
<b>Time/Date:</b> 10:54:00 04/03/15			
<b>To Be Served:</b> Mitchell, David M.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
213 A W Wade Ln, Payson	White, C	David Michael Mitchell	YES
<b>Time/Date:</b> 16:30:00 04/20/15			

**To Be Served:** Moore, Michael A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
714 S BEELINE HWY, Payson	Baltz, K A	Michael Moore	YES
<b>Time/Date:</b> 09:40:00 04/06/15			

**To Be Served:** Munoz, Sujey

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
405 W BLACK FOREST LN, Payson	White, C		NO
<b>Time/Date:</b> 15:54:00 04/16/15			
405 W BLACK FOREST LN, Payson	White, C	Sujey Munoz	YES
<b>Time/Date:</b> 09:30:00 04/17/15			

**To Be Served:** Myers, Jon M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
597 S HOHOKAM LN, Tonto Basin	White, C	Jon Michael Meyers	YES
<b>Time/Date:</b> 17:18:00 04/20/15			

**To Be Served:** Neal, Dustin J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
806 E OXBOW CIR, Payson	White, C	Rebecca Jo Qualls	YES
<b>Time/Date:</b> 13:31:00 04/01/15			

**To Be Served:** Olsen, Debra

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
60 N GISELA RD, Payson	White, C	Debra Olsen	YES
<b>Time/Date:</b> 17:56:00 04/13/15			

**To Be Served:** Owens, Justice M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 11:20:00 04/23/15			
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 11:24:00 04/23/15			

304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 14:30:00 04/24/15			
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 08:30:00 04/27/15			
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 08:30:01 04/27/15			
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 08:30:02 04/27/15			
304 East Cherry Street, Payson	White, C		NO
<b>Time/Date:</b> 11:50:00 04/28/15			
<hr/>			
<b>To Be Served:</b> Palomo, Anthony C.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 18:15:00 04/27/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 08:40:00 04/28/15			
705 N HOGAN DR, Payson	White, C		NO
<b>Time/Date:</b> 11:30:00 04/28/15			
<hr/>			
<b>To Be Served:</b> Payson Justice Court			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
714 S BEELINE HWY, Payson	Dirks, B C	Andrea Hamm	YES
<b>Time/Date:</b> 13:58:00 04/07/15			
<hr/>			
<b>To Be Served:</b> Rainey, Julie A.			
<b><u>Service Attempt</u></b>	<b><u>Attempted By</u></b>	<b><u>Served On</u></b>	<b><u>Svd?</u></b>
108 W MAIN ST, Payson	Dirks, B C	Julie Rainey	YES
<b>Time/Date:</b> 14:21:00 04/06/15			
3885 N AZ HIGHWAY 87, Pine	White, C		NO
<b>Time/Date:</b> 11:30:00 04/16/15			
3885 N AZ HIGHWAY 87, Pine	White, C	No one home, placed on table	YES
<b>Time/Date:</b> 14:20:00 04/17/15			

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**To Be Served:** Redondo, Joshua

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
213 W BONITA ST; unit 3, Payson	White, C	Joshua Redondo	YES
<b>Time/Date:</b> 11:00:00 04/01/15			

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**To Be Served:** Redondo, Stephen D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
213 W BONITA ST; unit 3, Payson	White, C	Stephen Redondo	YES
<b>Time/Date:</b> 11:10:00 04/01/15			
213 W BONITA ST; unit 3, Payson	White, C	Stephen Redondo	YES
<b>Time/Date:</b> 11:10:00 04/01/15			

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**To Be Served:** River, Stanley B.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
871 Verde Circle / Beaver Valley, Payson	White, C		NO
<b>Time/Date:</b> 15:33:00 04/16/15			
871 Verde Circle / Beaver Valley, Payson	White, C		NO
<b>Time/Date:</b> 16:28:00 04/16/15			
871 Verde Circle / Beaver Valley, Payson	White, C		NO
<b>Time/Date:</b> 16:40:00 04/16/15			
2000 N BEELINE HWY; HOME DEPOT, Payson	White, C	Stanley Brian River	YES
<b>Time/Date:</b> 11:44:00 04/17/15			

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**To Be Served:** Savage, Elaine

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 11:15:00 04/17/15			
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 11:15:00 04/17/15			
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 11:15:00 04/17/15			

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1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 15:31:00 04/17/15			
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 15:31:00 04/17/15			
1804 W BONITA ST, Payson	White, C		NO
<b>Time/Date:</b> 15:31:00 04/17/15			
1804 W BONITA ST, Payson	White, C	John Bolton	YES
<b>Time/Date:</b> 14:47:00 04/20/15			
1804 W BONITA ST, Payson	White, C	John Bolton	YES
<b>Time/Date:</b> 14:47:00 04/20/15			
1804 W BONITA ST, Payson	White, C	John Bolton	YES
<b>Time/Date:</b> 14:47:00 04/20/15			

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**To Be Served:** Schmidt, Robert S.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
301 E MCKAMEY ST, Payson	White, C		NO
<b>Time/Date:</b> 10:30:00 04/02/15			
301 E MCKAMEY ST, Payson	White, C		NO
<b>Time/Date:</b> 10:11:00 04/03/15			
301 E MCKAMEY ST, Payson	White, C		NO
<b>Time/Date:</b> 10:50:00 04/03/15			
301 E MCKAMEY ST, Payson	White, C		NO
<b>Time/Date:</b> 11:02:00 04/03/15			
107 E BONITA ST; unit B, Payson	White, C		NO
<b>Time/Date:</b> 11:14:00 04/03/15			
814 N BEELINE HWY, Payson	White, C		NO
<b>Time/Date:</b> 11:24:00 04/03/15			
Unknown, Payson	Michelle Keegan		NO
<b>Time/Date:</b> 15:55:00 04/06/15			
1501 N BEELINE HWY; unit 42, Payson	Labonte, C	Robert Schmidt	YES
<b>Time/Date:</b> 21:15:00 04/06/15			

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**To Be Served:** Schwartzbauer, Steven W.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
7720 N TOYA VISTA RD, Payson	White, C		NO
<b>Time/Date:</b> 16:09:00 04/17/15			
7720 N TOYA VISTA RD, Payson	White, C		NO
<b>Time/Date:</b> 17:05:00 04/17/15			
7720 N TOYA VISTA RD, Payson	White, C	Steven W Schwartzbauer	YES
<b>Time/Date:</b> 17:24:00 04/17/15			
<b>To Be Served:</b> Sheehan, Bridgette S.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
703 E Frontier St #39, Payson	White, C	Posted on door/mail	YES
<b>Time/Date:</b> 15:25:00 04/24/15			
<b>To Be Served:</b> Slaughter, Helen E.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
513 W FRONTIER ST; unit 3, Payson	White, C	Helen Slaughter	YES
<b>Time/Date:</b> 11:30:00 04/01/15			
<b>To Be Served:</b> Stokes, Danny L.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
108 W MAIN ST, Payson	Havey, M T	Danny Lee Stokes	YES
<b>Time/Date:</b> 15:48:00 04/21/15			
<b>To Be Served:</b> Taddei, Lorri A.			
<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
1304 N BEELINE HWY; UNIT 73, Payson	White, C		NO
<b>Time/Date:</b> 11:13:00 04/24/15			
1304 N BEELINE HWY; UNIT 73, Payson	White, C		NO
<b>Time/Date:</b> 14:32:00 04/24/15			
1304 N BEELINE HWY; UNIT 73, Payson	White, C		NO
<b>Time/Date:</b> 16:40:00 04/24/15			
1304 N BEELINE HWY; UNIT 73, Payson	White, C	Lorri Ann Taddei	YES
<b>Time/Date:</b> 08:41:00 04/27/15			

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**To Be Served:** Tiegen, Charles

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:54:00 04/17/15			

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**To Be Served:** Tilley, Jerry I.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
209 S PONDEROSA ST; unit 17, Payson	White, C		NO
<b>Time/Date:</b> 09:58:00 04/14/15			
209 S PONDEROSA ST; unit 17, Payson	White, C		NO
<b>Time/Date:</b> 10:05:00 04/14/15			
209 S PONDEROSA ST; unit 17, Payson	White, C		NO
<b>Time/Date:</b> 08:26:00 04/16/15			

---

**To Be Served:** Torres, Fernando

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 10:32:00 04/01/15			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
<b>Time/Date:</b> 15:54:00 04/17/15			

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**To Be Served:** Umbenhauer, Traci A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
211 S COLCORD RD, Payson	Labonte, C		NO
<b>Time/Date:</b> 21:50:00 04/06/15			
305 W HOUSTON MESA RD, Payson	Dirks, B C		NO
<b>Time/Date:</b> 14:35:00 04/07/15			
305 W HOUSTON MESA RD, Payson	White, C		NO
<b>Time/Date:</b> 15:17:00 04/13/15			
305 W HOUSTON MESA RD, Payson	White, C		NO
<b>Time/Date:</b> 15:53:00 04/15/15			

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To Be Served: Vanlerberg, John D.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
8985 W STAGELINE RD, Payson	White, C		NO
<b>Time/Date:</b> 15:38:00 04/13/15			

---

To Be Served: Vasquez, Rosa

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
207 E LONGHORN RD, Payson	Dirks, B C		NO
<b>Time/Date:</b> 11:20:00 04/06/15			
207 E LONGHORN RD, Payson	White, C		NO
<b>Time/Date:</b> 11:16:00 04/13/15			
207 E LONGHORN RD, Payson	White, C	Rosa Vasquez	YES
<b>Time/Date:</b> 11:25:00 04/13/15			

---

To Be Served: Vineyard, Nicholas M.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 W SHERWOOD DR, Payson	White, C	Shawna Vineyard	YES
<b>Time/Date:</b> 14:15:00 04/27/15			

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To Be Served: Vineyard, Shawna

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
410 W Sherwood Drive, Payson	White, C	Shawna Vineyard	YES
<b>Time/Date:</b> 14:15:00 04/27/15			

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To Be Served: Wadington, Forrest L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 09:31:00 04/16/15			
201 E Forrest Dr, Payson	White, C		NO
<b>Time/Date:</b> 09:45:00 04/16/15			
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 09:45:01 04/16/15			
515 N COLCORD RD, Payson	White, C		NO

<b>Time/Date:</b> 13:00:00 04/16/15			
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 10:41:00 04/20/15			
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 10:59:00 04/20/15			
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 11:35:00 04/20/15			
105 E MAIN ST, Payson	White, C		NO
<b>Time/Date:</b> 11:59:00 04/20/15			
515 N COLCORD RD, Payson	White, C		NO
<b>Time/Date:</b> 12:00:00 04/20/15			
714 S BEELINE HWY, Payson	White, C		NO
<b>Time/Date:</b> 10:21:00 04/24/15			

**To Be Served:** Warren, Barbara A.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 17:46:00 04/20/15			
[REDACTED]	White, C	Barbara Warren	YES
<b>Time/Date:</b> 18:40:00 04/20/15			

**To Be Served:** Warren, Dusti L.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 17:46:00 04/20/15			
[REDACTED]	White, C	Barbara Warren	YES
<b>Time/Date:</b> 18:40:00 04/20/15			

**To Be Served:** Warren, George C. II

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
[REDACTED]	White, C		NO
<b>Time/Date:</b> 17:46:00 04/20/15			
[REDACTED]	White, C	George Warren	YES

---

**Time/Date:** 18:10:00 04/20/15

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**To Be Served:** Zelinski, Sharon K.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
710 W SHERWOOD DR, Payson	White, C	.	NO
<b>Time/Date:</b> 15:07:00 04/16/15			
711 W ST MORITZ DR, Payson	White, C		NO
<b>Time/Date:</b> 11:08:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 12:16:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 13:43:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 13:54:00 04/20/15			
804 N BEELINE HWY, Payson	White, C	Sharon McAllister (Zelinski)	YES
<b>Time/Date:</b> 13:58:00 04/20/15			

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**To Be Served:** Zelinski, Todd E.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 15:07:00 04/16/15			
711 W ST MORITZ DR, Payson	White, C		NO
<b>Time/Date:</b> 11:08:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 12:16:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 13:43:00 04/20/15			
710 W SHERWOOD DR, Payson	White, C		NO
<b>Time/Date:</b> 13:54:00 04/20/15			

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**To Be Served:** Zimmerman, Matthew J.

<u>Service Attempt</u>	<u>Attempted By</u>	<u>Served On</u>	<u>Svd?</u>
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES

**Time/Date:** 15:54:00 04/17/15

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**Report Includes:**

All dates between `00:00:00 04/01/15` and `23:59:59 04/30/15`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions



## MILEAGE FOR THE MONTH

**April      2015**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12
4/1	62		
4/2	53		
4/3	81		
4/6	166		
4/10	164		
4/13	88		
4/14	37		
4/16	96		
4/17	119		
4/20	207		
4/21	32		
4/23	92		
4/24	49		
4/27	54		
4/28	45		
<b>DAYS</b>	<b>1345</b>		<b>0</b>

**Total Miles Driven By**  
**The Constable's Office      1345      April      2015**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 5/5/15

GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics, Standards + Training Board Writ Fees Collected

Account Code	Revenue Description	Amount
T9162061	CESTB - writ fees collected April 2015	5 00
	1 @ 5 <sup>00</sup>	
	CK # 2390	
		5 00

Authorized Signature  237 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER 98412

<b>PAYSON CONSTABLE</b> 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		<b>2390</b> 91-527/1221 6128 0703680454
PAY TO THE ORDER OF <u>Gila County Treasurer</u>		DATE <u>5/5/15</u>
<u>Five &amp; 100/100'S</u>		\$ <u>5<sup>00</sup></u>
FOR <u>Writ Fees - April</u>		DOLLARS
FOR <u>Writ Fees - April</u>		 237
⑈0000002390⑈ ⑆122105278⑆ 0703680454⑈		





**ARF-3178**

**Consent Agenda Item 5. G.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** April 2015

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region,  
Justice Court-Payson Regional

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**Information**

**Subject**

Payson Regional Justice of the Peace's Monthly Report for April 2015.

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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**Attachments**

Monthly Report April 2015

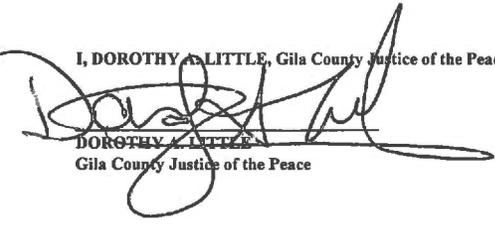
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PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

APRIL, 2015 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T348-2061	\$ 72.64	\$ 3.63	\$ 69.01
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 36.47	\$ -	\$ 36.47
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 106.87	\$ 5.34	\$ 101.53
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 5.63	\$ 0.28	\$ 5.35
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 975.44	\$ -	\$ 975.44
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 4,584.30	\$ 229.22	\$ 4,355.06
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	\$ 2,170.00	\$ 108.50	\$ 2,061.50
DNA State Surcharge 3% 12-116 01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 588.80	\$ 29.44	\$ 559.36
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 543.35	\$ 27.19	\$ 516.66
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-13	X105-4815	\$ 1,763.92	\$ 86.20	\$ 1,677.72
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 8,493.05	\$ 424.65	\$ 8,068.40
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 682.66	\$ 34.13	\$ 648.53
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 44.96	\$ 2.25	\$ 42.73
Extra DUI Assessment \$500	ZGFDU	0912000-000-000-2061-00	T912-2061	\$ 344.76	\$ 17.24	\$ 327.52
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X38001314004615	\$ 322.00	\$ -	\$ 322.00
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X38001314004615	\$ 241.85	\$ 12.09	\$ 229.76
Judicial Collection Enhancement \$13	ZJCS	0878000-000-000-2061-00	T878-2061	\$ 598.00	\$ -	\$ 598.00
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 553.81	\$ 27.86	\$ 525.93
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 2,071.34	\$ -	\$ 2,071.34
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 452.63	\$ 22.63	\$ 430.00
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,267.98	\$ 63.40	\$ 1,204.58
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 908.75	\$ 45.44	\$ 863.32
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 113.58	\$ 5.68	\$ 107.90
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 5.74	\$ 0.29	\$ 5.45
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 87.55	\$ 4.38	\$ 83.17
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 354.01	\$ 17.70	\$ 336.31
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 5.82	\$ 0.29	\$ 5.53
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ 0.43	\$ 0.02	\$ 0.41
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonic Apache Police (TAP)	ZOS15	0950000-000-000-2061-00		\$ 0.89	\$ 0.04	\$ 0.85
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 0.05	\$ -	\$ 0.05
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 50.97	\$ 2.55	\$ 48.42
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 2,265.99	\$ 113.30	\$ 2,152.69
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 9.52	\$ 0.48	\$ 9.04
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,035.43	\$ 101.77	\$ 1,933.66
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X15201301004777	\$ 835.86	\$ -	\$ 835.86
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 557.24	\$ -	\$ 557.24
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Rights Enforcement Fund	ZVREA			\$ 162.06	\$ 8.10	\$ 153.96
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 53.56	\$ 2.68	\$ 50.88
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 389.69	\$ 19.46	\$ 370.21
DUI Abatement	ZDUJA		STATE	\$ 250.00	\$ 12.50	\$ 237.50
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 112.50	\$ 5.63	\$ 106.87
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,286.42	\$ -	\$ 1,286.42
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 867.79	\$ -	\$ 867.79
Game and Fish - Wildlife	ZGF		STATE	\$ 40.61	\$ 2.03	\$ 38.56
HURF 1 28-543C, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,842.63	\$ 132.13	\$ 2,510.50
Registrar of Contractors	ZRCA		STATE	\$ 107.36	\$ 5.37	\$ 101.99
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 590.65	\$ 29.54	\$ 561.31
State Photo Enforcement Base Fine	ZSFBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 69.44	\$ 3.47	\$ 65.97
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ 9.55	\$ 0.48	\$ 9.07
<b>TOTALS</b>				<b>\$ 39,735.10</b>	<b>\$ 1,609.22</b>	<b>\$ 38,125.88</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 38,125.88</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/4/15	5372	\$ 33,528.01	GILA COUNTY TREASURER
	5373	\$ 6,132.05	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
	5374	\$ 65.97	SHERIFF SUSPENDED PLATES AND HURF
	5375	\$ 9.07	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 39,735.10</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for APRIL, 2013.

  
DOROTHY A. LITTLE  
Gila County Justice of the Peace

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2015

CRIMINAL TRAFFIC				
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	105	3	136	244
Filed	13	1	24	38
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>118</b>	<b>4</b>	<b>160</b>	<b>282</b>
Transferred Out	0	0	0	0
Other Terminations	10	0	19	29
<b>TOTAL TERMINATIONS</b>	<b>10</b>	<b>0</b>	<b>19</b>	<b>29</b>
Statistical Correction	0	0	0	0
Pending End of Month	108	4	141	253

\*A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
207	8	0	215	0	7	7	0	208

**\*\*READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **1**      Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
319	246	0	565	0	15	187	202	0	363

Civil Traffic Hearings Held: **3**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)				
Filed	35	Trans In	0	TOTAL
				35

**LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT**

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: April 2015

**MISDEMEANOR**

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	599	27	0	626	0	55	55	0	571
Failure to Appear (Non-Traffic)	46	1	0	47	0	0	0	0	47
<b>TOTAL</b>	<b>645</b>	<b>28</b>	<b>0</b>	<b>673</b>	<b>0</b>	<b>55</b>	<b>55</b>	<b>0</b>	<b>618</b>

**TRIALS HELD**

Misdemeanor Court/FTA Trials Held: 1                      Misdemeanor/FTA Jury Trials Held: 0

**FELONY**

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
	49	11	0	60	0	11	11	0	49

Felony Preliminary Hearings Held: 0      Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 95

**LOCAL NON-CRIMINAL ORDINANCES**

	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

Report Month/Year:

County: PAYSON REGIONAL JUSTICE COURT

April 2015

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	131
Serious Violations	4
All Other Violations	412
<b>TRAFFIC TOTAL</b>	<b>547</b>

CRIMINAL WARRANTS OUTSTANDING

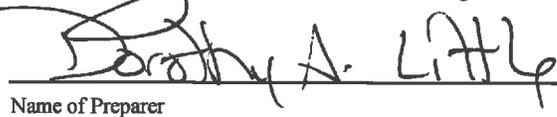
Felony	38
Misdemeanor	541
<b>CRIMINAL TOTAL</b>	<b>579</b>

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court  
Administrative Office of the Courts  
1501 W. Washington St., Suite 410  
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit  
(602) 542-9376

  
Signature of the Judge/Magistrate (or designee)

  
Name of Preparer

5-13-15  
Date of Preparation

**ARF-3192**

**Consent Agenda Item**

**5. H.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** April 2015

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Kaycee Stratton, Chief Deputy Recorder, Recorder's Office

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**Information**

**Subject**

Recorder's Office Monthly Report for April 2015.

**Suggested Motion**

Acknowledgment of the April 2015 monthly activity report submitted by the Recorder's Office.

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**Attachments**

Recorder's Office Monthly Report for April 2015

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## GILA COUNTY RECORDER

REPORT FOR THE MONTH OF APRIL 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

**GILA COUNTY RECORDER**

Report for April 2015

SECTION I		CREDIT	DEBIT	TOTAL
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$4,414.00	\$0.00	\$4,414.00
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$7,986.60	\$0.00
	RECORDING FEES	\$8,358.10	\$0.00	\$8,358.10
	REFUNDS- EXCESS FEES		\$83.00	\$83.00
	INTEREST PD TO ACCT	\$0.12	\$0.00	\$0.00
Staled Checks		\$0.00	\$0.00	\$0.00
<b>TOTAL 1005 FUNDS</b>		<b>\$12,772.22</b>	<b>\$8,069.60</b>	<b>\$4,702.62</b>
<b>SECTION II</b>				
	7145 FUND (RECORDER)	\$3,543.00	\$0.00	\$0.00
	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)	\$830.00	\$0.00	\$0.00
<b>TOTAL SEC II FUNDS</b>		<b>\$4,373.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		<b>\$17,145.22</b>	<b>\$8,069.60</b>	<b>\$9,075.62</b>



# Bank Deposit

From 04/01/2015 To 04/30/2015

Account	Date	Description	Debit	Credit	Account
4064	Apr 22, 2015	previousday / 4080	\$27.00	\$27.00	Bank Account
4067	Apr 22, 2015	previousday / 4081	\$70.00	\$70.00	Bank Account
4068	Apr 13, 2015	11_Payson_Mon / 4030	\$290.00	\$290.00	Bank Account
4069	Apr 8, 2015	previousday / 4084	\$9.00	\$9.00	Bank Account
4072	Apr 24, 2015	5_ReceiptStation1_Fri / 4049	\$451.00	\$451.00	Bank Account
<b>Total</b>			<b>\$17,145.10</b>	<b>\$17,145.10</b>	
<b>Non-Deposit Total</b>			<b>(\$12,250.60)</b>	<b>(\$12,250.60)</b>	
<b>Deposit Total</b>			<b>\$4,894.50</b>	<b>\$4,894.50</b>	
<b>Total Till Over/Short</b>				<b>\$0.00</b>	

## Journal Activity

Account	Debits	Credits	Net
<b>Asset</b>			
1005SuspensePrePayAccounts	\$3,722.60	(\$150.00)	\$3,572.60
Cash	\$4,894.50	\$0.00	\$4,894.50
D-1005-120-01-4612-003	\$2.00	(\$2.00)	\$0.00
D-1005-120-01-4612-023	\$6.00	(\$6.00)	\$0.00
D-7145-120-01-4775-004	\$8.00	(\$8.00)	\$0.00
ETransfer	\$4,264.00	\$0.00	\$4,264.00
<b>Total</b>	<b>\$12,897.10</b>	<b>(\$166.00)</b>	<b>\$12,731.10</b>
<b>Liability</b>			
1005SuspenseChargeAccounts	\$16.00	(\$16.00)	\$0.00
<b>Total</b>	<b>\$16.00</b>	<b>(\$16.00)</b>	<b>\$0.00</b>
<b>Expense</b>			
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>			
1005-120-01-4612-001	\$0.00	(\$609.00)	(\$609.00)
1005-120-01-4612-002	\$0.00	(\$36.00)	(\$36.00)
1005-120-01-4612-003	\$0.00	(\$585.60)	(\$585.60)
1005-120-01-4612-005	\$0.00	(\$350.00)	(\$350.00)
1005-120-01-4612-008	\$0.00	(\$81.00)	(\$81.00)
1005-120-01-4612-012	\$0.00	(\$60.00)	(\$60.00)
1005-120-01-4612-018	\$0.00	(\$52.00)	(\$52.00)
1005-120-01-4612-023	\$0.00	(\$6,501.50)	(\$6,501.50)
1005-120-01-4612-026	\$0.00	(\$83.00)	(\$83.00)
7145-120-01-4775-004	\$0.00	(\$3,543.00)	(\$3,543.00)
7147-120-01-4612-018	\$0.00	(\$250.00)	(\$250.00)
7147-120-01-4774-031	\$0.00	(\$580.00)	(\$580.00)
eRecording	\$4,248.00	(\$4,248.00)	\$0.00
<b>Total</b>	<b>\$4,248.00</b>	<b>(\$16,979.10)</b>	<b>(\$12,731.10)</b>
<b>Total</b>	<b>\$17,161.10</b>	<b>(\$17,161.10)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$4,894.50	\$0.00	\$4,894.50
	<b>Range Total</b>	<b>\$4,894.50</b>	<b>\$0.00</b>	<b>\$4,894.50</b>

# Bank Deposit

From 04/01/2015 To 04/30/2015

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,050.00	
Check	\$3,844.50	
<b>Total Deposit</b>	<b>\$4,894.50</b>	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3994	Apr 1, 2015	3_ReceiptStation1_Wed / 4013	\$706.00	\$706.00		Bank Account
3995	Apr 2, 2015	14_Payson_Thu / 4015	\$252.00	\$252.00		Bank Account
3996	Apr 2, 2015	4_ReceiptStation1_Thu / 4016	\$485.00	\$485.00		Bank Account
3997	Apr 3, 2015	5_ReceiptStation1_Fri / 4018	\$376.00	\$376.00		Bank Account
3998	Apr 3, 2015	15_Payson_Fri / 4017	\$282.00	\$282.00		Bank Account
3999	Apr 6, 2015	11_Payson_Mon / 4019	\$264.00	\$264.00		Bank Account
4000	Apr 6, 2015	1_ReceiptStation1_Mon / 4020	\$550.00	\$550.00		Bank Account
4001	Apr 7, 2015	2_ReceiptStation1_Tue / 4022	\$203.00	\$203.00		Bank Account
4002	Apr 7, 2015	12_Payson_Tue / 4021	\$215.00	\$215.00		Bank Account
4003	Apr 8, 2015	3_ReceiptStation1_Wed / 4024	\$828.80	\$828.80		Bank Account
4004	Apr 8, 2015	13_Payson_Wed / 4023	\$262.00	\$262.00		Bank Account
4005	Apr 9, 2015	4_ReceiptStation1_Thu / 4026	\$372.00	\$372.00		Bank Account
4006	Apr 9, 2015	14_Payson_Thu / 4025	\$286.00	\$286.00		Bank Account
4007	Apr 10, 2015	15_Payson_Fri / 4029	\$425.00	\$425.00		Bank Account
4010	Apr 13, 2015	1_ReceiptStation1_Mon / 4031	\$478.00	\$478.00		Bank Account
4013	Apr 14, 2015	2_ReceiptStation1_Tue / 4032	\$983.00	\$983.00		Bank Account
4014	Apr 14, 2015	12_Payson_Tue / 4033	\$432.00	\$432.00		Bank Account
4015	Apr 15, 2015	3_ReceiptStation1_Wed / 4035	\$136.00	\$136.00		Bank Account
4016	Apr 15, 2015	13_Payson_Wed / 4034	\$377.00	\$377.00		Bank Account
4018	Apr 16, 2015	4_ReceiptStation1_Thu / 4036	\$633.80	\$633.80		Bank Account
4019	Apr 16, 2015	14_Payson_Thu / 4037	\$281.00	\$281.00		Bank Account
4021	Apr 10, 2015	10_ReceiptStation2_Fri / 4028	\$176.00	\$176.00		Bank Account
4022	Apr 17, 2015	5_ReceiptStation1_Fri / 4039	\$259.00	\$259.00		Bank Account
4023	Apr 17, 2015	15_Payson_Fri / 4038	\$447.00	\$447.00		Bank Account
4025	Apr 20, 2015	1_ReceiptStation1_Mon / 4041	\$757.00	\$757.00		Bank Account
4026	Apr 20, 2015	11_Payson_Mon / 4042	\$224.00	\$224.00		Bank Account
4027	Apr 21, 2015	12_Payson_Tue / 4043	\$276.00	\$276.00		Bank Account
4028	Apr 21, 2015	2_ReceiptStation1_Tue / 4044	\$265.00	\$265.00		Bank Account
4029	Apr 22, 2015	3_ReceiptStation1_Wed / 4045	\$167.00	\$167.00		Bank Account
4030	Apr 22, 2015	13_Payson_Wed / 4046	\$346.00	\$346.00		Bank Account
4031	Apr 23, 2015	14_Payson_Thu / 4048	\$279.00	\$279.00		Bank Account
4032	Apr 23, 2015	4_ReceiptStation1_Thu / 4047	\$321.50	\$321.50		Bank Account
4034	Apr 24, 2015	15_Payson_Fri / 4050	\$506.00	\$506.00		Bank Account
4035	Apr 27, 2015	11_Payson_Mon / 4051	\$313.00	\$313.00		Bank Account
4036	Apr 27, 2015	1_ReceiptStation1_Mon / 4052	\$479.00	\$479.00		Bank Account
4037	Apr 28, 2015	2_ReceiptStation1_Tue / 4053	\$503.00	\$503.00		Bank Account
4038	Apr 28, 2015	12_Payson_Tue / 4054	\$231.00	\$231.00		Bank Account
4039	Apr 29, 2015	3_ReceiptStation1_Wed / 4056	\$243.00	\$243.00		Bank Account
4040	Apr 29, 2015	13_Payson_Wed / 4055	\$482.00	\$482.00		Bank Account
4041	Apr 30, 2015	4_ReceiptStation1_Thu / 4057	\$313.00	\$313.00		Bank Account
4042	Apr 30, 2015	14_Payson_Thu / 4058	\$560.00	\$560.00		Bank Account
4044	Apr 30, 2015	previousday / 4062	\$305.00	\$305.00		Bank Account
4059	Apr 30, 2015	previousday / 4077	\$18.00	\$18.00		Bank Account
4063	Apr 22, 2015	previousday / 4079	\$0.00	\$0.00		Bank Account

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
July	988	3,620.50	12,426.93	770.00	6.00	16,823.43
Aug	1,079	4,011.50	10,867.54	920.00	12.00	15,811.04
Sept	1,117	4,155.00	13,076.35	11,327.37	7.00	28,565.72
Oct	1,096	4,099.50	4,605.76	2,714.50	2.00	11,421.76
Nov	855	3,050.00	13,119.80	4,622.25	2.00	20,794.05
Dec	973	3,510.75	5,976.69	40,499.00	5.00	49,991.44
Jan	1,027	3,632.00	4,636.60	2,659.30	1.00	10,928.90
Feb	1,068	3,926.50	11,987.06	5,037.50	2.00	20,953.06
Mar	1,149	4,201.50	6,957.83	840.00	0.00	11,999.33
Apr	983	3,543.00	4,702.62	830.00	0.00	9,075.62
May						0.00
June						0.00
<b>Total</b>	<b>10,335</b>	<b>37,750</b>	<b>88,357.18</b>	<b>70,219.92</b>	<b>37.00</b>	<b>196,364.35</b>
<b>Fiscal Year All Monies</b>		<b>196,364.35</b>				

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	(\$30.00)	\$2.00	\$0.00	(\$28.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$29.17)	\$46.80	(\$50.00)	(\$32.37)
ADOT	AZ DEPT OF TRANS	(\$260.00)	\$0.00	\$0.00	(\$260.00)
APS	APS/COPIES	(\$184.00)	\$4.00	\$0.00	(\$180.00)
APSR	APS/RECORDINGS	(\$306.00)	\$0.00	\$0.00	(\$306.00)
ARARS	AZ RESEARCH & AMP RETRIEVAL SVCS	(\$48.00)	\$46.00	\$0.00	(\$2.00)
AWC	ARIZONA WATER COMPANY	(\$178.00)	\$0.00	\$0.00	(\$178.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,474.80)	\$16.00	\$0.00	(\$1,458.80)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyrd 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)	\$5.00	(\$100.00)	(\$96.00)
DS	DATA SERVICES	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$121.00)	\$2.00	\$0.00	(\$119.00)
FARES	CORELOGIC	(\$1,916.40)	\$95.00	\$0.00	(\$1,821.40)
FATM	FIRST AMERICAN MICROFICHE	(\$882.00)	\$181.80	\$0.00	(\$700.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(\$553.20)	\$95.00	\$0.00	(\$458.20)
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)	\$48.00	(\$48.00)	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$18.00)	\$0.00	\$0.00	(\$18.00)
Ingeo	Ingeo - eRecording	(\$1,127.00)	\$780.00	(\$780.00)	(\$1,127.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$16.00	(\$16.00)	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
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)	\$153.00	(\$153.00)	(\$982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$5,421.00)	\$0.00	\$0.00	(\$5,421.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$4,763.00)	\$3,229.00	\$0.00	(\$1,534.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$174.00)	\$0.00	\$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)	\$3,267.00	(\$3,267.00)	(\$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>(\$28,500.17)</b>	<b>\$7,986.60</b>	<b>(\$4,414.00)</b>	<b>(\$24,927.57)</b>

**ARF-3201**

**Consent Agenda Item 5. I.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** May 26, 2015

**Submitted For:** Marian Sheppard, Clerk of the Board

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

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**Information**

**Subject**

May 26, 2015, BOS Meeting Minutes

**Suggested Motion**

Approval of the May 26, 2015, Board of Supervisors' meeting minutes.

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**Attachments**

BOS 05-26-15 Meeting Minutes

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**BOARD OF SUPERVISORS MEETING MINUTES  
GILA COUNTY, ARIZONA**

Date: May 26, 2015

**MICHAEL A. PASTOR**

Chairman

**MARIAN E. SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Marian Sheppard  
Clerk

**JOHN D. MARCANTI**

Member

Gila County Courthouse  
Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief; Jacque Griffin, Assistant County Manager/Librarian; and Marian E. Sheppard, Clerk of the Board.

**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. Michael O'Driscoll led the Pledge of Allegiance and Don McDaniel delivered the invocation.

**Item 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 Hessenius, Finance Division Director, advised that this Request for Proposals (RFP) is to locate a company that will provide the Recorder's Office with document scan conversion services for the years 1969 to present. Chairman Pastor questioned the start date of 1969 and he talked about the resolution of the images. Mr. Hessenius replied that many of the records are old; therefore, a high resolution number is required to ensure a quality image. Kaycee Stratton, Chief Deputy Recorder, advised that records in the Recorder's Office have been digitized and placed on compact discs from 1881 through 1969. The scope of work for this project would be to convert data and images for the years 1969 through 1985, and to convert just images for the years 1985 through 1997. She stated that a goal of the Recorder's Office is to eventually provide all of the documents in an electronic format on the County's website. Jon Cornell of KQSS radio station questioned the reason this work could not be performed in-house to which Ms. Stratton replied that her office did not have

the proper equipment to accomplish this project. She added that an attempt was made to do the work in-house and over a three-year period only six months of scanning was done. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the advertisement of Request for Proposals No. 042815.

**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.**

Mr. Hessenius advised that the County's half-cent excise tax funds would be used to purchase this piece of equipment. He further advised that Gila County has entered into a Cooperative Purchasing Agreement with NationalIPA™, a cooperative purchasing group. As a member of NationalIPA™, Gila County can benefit through an existing agreement that Caterpillar has between the City of Tucson and NationalIPA™ to buy this new 930K FC wheel loader.

Chairman Pastor stated that he met with County Manager Don McDaniel regarding this agenda item because he had some reservations about purchasing this wheel loader at this time. He advised that in 1991, the County purchased a used wheel loader which had been operated for a total of 7,400 hours. To date that same piece of equipment has logged a total of 13,000 hours. Considering the minimal amount of time logged on the existing County-owned wheel loader, he questioned the need to purchase a new wheel loader. Chairman Pastor also mentioned that in the near future, the County is going to conduct a study of the Roads Department, and he asked if a review of the existing equipment and its use would also be included in that study to which Mr. McDaniel confirmed that it would be included. He suggested that the Board consider not taking action on this purchase, but to wait until the results of the Roads Department study have been presented to the Board.

Steve Sanders, Interim Public Works Division Director, replied that he, too, was surprised at the low number of hours that have been logged on the current County-owned wheel loader. He added that the current wheel loader's hours of use will eventually result in increased maintenance costs and he pointed out that the current wheel loader has a front end bucket, whereas the newer model allows for various types of attachments in addition to the front end bucket. Mr. Sanders did not object to continuing this agenda item to a future meeting. He also commented that the study of the Roads Department will bring attention to issues such as this one.

After a brief discussion amongst the Board members, Chairman Pastor asked for a motion on this agenda item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously agreed to continue this agenda item to a future meeting, which would take place after the results of the Roads Department study have been presented to the Board.

**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.**

Mr. Hessenius advised that this contract will be for Phase II to haul aggregate to Forest Road 512 in Young. The first phase provided for the resurfacing of 4.3 miles of road, and this phase will be to provide for the resurfacing of 9 miles of road. Invitation for Bid No. 020315-1 was advertised in two editions of the Arizona Silver Belt newspaper and it was sent to 26 companies. Only one bidder responded and that bid was opened on April 29, 2015. Mr. Hessenius added that Otto Trucking, Inc. was awarded a contract for Phase I, and that company is being recommended for the contract work to be performed for Phase II. Mr. Hessenius added that the initial estimate for this work was in the amount of \$252,742; however, the revised estimate is a little over \$300,000.

Supervisor Marcanti commented that this section of road is within his Supervisorial District and that the material that was used for Phase I seemed to work well. He was anxious to see Phase II begin, which will correct problems until a future time when that road will be paved.

Mr. Sanders advised that he wasn't sure as to the reason the initial estimate was for \$252,742 because the Public Works Roads Manager showed him the calculations, which were approximately \$308,000. He anticipated that the correct amount may not have been provided to the Finance Division. Chairman Pastor asked whether Phase II would be completed in two segments to which Mr. Sanders replied that work would commence from June 1-30; other jobs would then be completed, and the work would commence on this project in July with an estimated completion date in early August.

Mr. Sanders answered some other questions from Board members and then Chairman Pastor asked for a motion on this agenda item. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously awarded a contract to Otto Trucking, Inc. in the amount of \$308,385.90 to provide aggregate hauling to Forest Road 512-Phase II as outlined in Invitation for Bid No. 020315-1.

**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.**

Mr. Sanders stated the DOT has announced that it is accepting grant applications for TIGER funds and the deadline to submit grant applications is May 29, 2015. The County has contacted Kimley-Horn Associates to revise the

County's TIGER grant application that was previously submitted to DOT. Mr. Sanders advised that Gila County has committed to a 10% match, which equates to \$1,790,000, of the project in the grant application; however, if grant funds are awarded to the County it will then be determined if the match will be a monetary match or if the County will be permitted to use past expenses incurred during the design of the project.

Chairman Pastor advised that he and his Executive Assistant, Sherry Grice, have compiled a packet of information regarding the Tonto Creek Bridge Project, which is being sent to senators, congressman, other elected officials and various agencies in an effort to gather support for the project and the receipt of TIGER grant funds. He thanked Mr. Sanders, his staff, Kimley-Horn and Associates, and Ms. Grice for all of their efforts to secure funding for the construction of the Tonto Creek Bridge.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized 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.

**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**

County Manager Don McDaniel advised that these revised procedures for the sale of land held by the State under tax deed was recently reviewed by the Board of Supervisors at a work session on April 28, 2015. Mr. McDaniel stated that adoption of Resolution No. 15-05-05 would bring the County into conformity with State legislation, especially with regard to publishing requirements and selling parcels to the County, cities, towns and special taxing districts. Mr. McDaniel reminded the Board that during the work session, the Board discussed reviewing these procedures in a year's time to ensure that the procedures are working as they were intended to work. The Board inquired if that specific language had to be included in the Board's motion, to which Mr. McDaniel replied that the language as written in the agenda item would be sufficient. Supervisor Marcanti was pleased with the revised procedures as he believes it will help smaller cities and towns to purchase these properties that are held by the State under tax deed. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution 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. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**Item 3 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval of 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.**

**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.**

**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.**

**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.**

**E. Acknowledgment of the March 2015 monthly activity report submitted by the Recorder's Office.**

**F. Acknowledgment of the April 2015 monthly activity report submitted by the Globe Regional Constable's Office.**

**G. Acknowledgment of the October, November, December 2014 monthly activity reports submitted by the Globe Regional Constable's Office.**

**H. Approval of the April 7, 2015, and May 5, 2015, Board of Supervisors' meeting minutes.**

**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.**

**J. Approval of finance reports/demands/transfers for the weeks of May 12, 2015, and May 19, 2015.**

**May 12, 2015**

\$2,305,621.11 was disbursed for County expenses by check numbers 269980 through 270171.

**May 19, 2015**

\$783,334.37 was disbursed for County expenses by check numbers 270172 through 270310. **(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 the Consent Agenda action items 3A – 3J.

**Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 5 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on issues presented.**

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:50 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2929**

**Consent Agenda Item 5. J.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** 05/05/15, 05/12/15, 05/19/15, and 05/26/15

**Submitted For:** Shelley McPherson, HR and Risk Management Director

**Submitted By:** Erica Raymond, Human Resources Assistant, Human Resources Department

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**Information**

**Subject**

Human Resources reports for the weeks of May 5, 2015, May 12, 2015, May 19, 2015, and May 26, 2015.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of May 5, 2015, May 12, 2015, May 19, 2015, and May 26, 2015.

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**Attachments**

HR Summary Report

05/05/15 Human Resources Report

05/12/15 Human Resources Report

05/19/2015 Human Resources Report

05/26/15 Human Resources Report

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**HUMAN RESOURCES ACTION ITEMS**  
**MAY 5, 2015**

**DEPARTURES:**

1. Thomas Seagraves – Probation – Juvenile Detention Officer – 04/23/15 – General Fund – DOH  
04/13/15

**NEW HIRES:**

2. Kathleen Miranti – Probation – Juvenile Detention Officer – 05/11/15 – General Fund – Replacing  
Guadalupe Aldape

**END PROBATIONARY PERIOD:**

3. C. Lynn Mata – Assessor’s Office – Chief Appraiser – 05/10/15 – General Fund

**REQUEST TO POST:**

4. Constituent Services 2 – Temporary Laborer – Vacated by Destinee Barajas and Savannah Barajas

**HUMAN RESOURCES ACTION ITEMS**  
**MAY 12, 2015**

**DEPARTURES:**

1. James Weeks – Community Development – Hearing Officer – 03/30/15 – General Fund – DOH 07/31/10
2. Jordan Klabbatz – Sheriff’s Office – 911 Dispatcher – 04/26/15 – General Fund – DOH 12/15/14
3. Steve Stratton – Public Works – Director of Public Works – 06/30/15 – Public Works Fund – DOH 06/03/02

**NEW HIRES:**

4. Jacob Allen – Public Works – Automotive Service Worker – 05/18/15 – Public Works Fund – Replacing Tyler Pearce

**END PROBATIONARY PERIOD:**

5. Susan Aliprandini – School Superintendent’s Office – Accounting Clerk – 05/07/15 – General Fund
6. Jacqueline Tobin – Health and Emergency Services – Breastfeeding Counselor – 05/17/15 – WIC Fund
7. Jeff McClure – Sheriff’s Office – Deputy Sheriff – 04/28/15 – General Fund

**DEPARTMENTAL TRANSFERS:**

8. Jason Fajardo – Sheriff’s Office – From Deputy Sheriff – To Detention Officer – 05/04/15 – General Fund – Replacing Kenneth Warden
9. Heather Lutye – From Probation – To County Attorney’s Office – From Administrative Clerk Senior – To Legal Secretary Senior – 05/18/15 – From General(.80)/Diversion Consequences(.20) Funds – To General Fund – Replacing Robin Miller
10. Art Epperson II – Public Works – From Vehicle and Equipment Mechanic Lead – To Vehicle and Equipment Maintenance Supervisor – 05/18/15 – Public Works Fund – Replacing John Root

**OTHER ACTIONS:**

11. Steven Sanders – Public Works – From Deputy Director of Public Works – To Acting Director of Public Works – 05/11/15 - Public Works Fund – Temporary assignment

**HUMAN RESOURCES ACTION ITEMS**  
**MAY 19, 2015**

**DEPARTURES:**

1. Judy Esteves – Assessor’s Office – Cartography GIS Analyst – 06/30/15 – General Fund – DOH 03/04/02
2. Derek Bartling – Public Works – Vehicle and Equipment Mechanic – 05/29/15 – Public Works Fund – DOH 12/30/13
3. Amy Wacker – Payson Justice Court – Justice Court Clerk – 06/02/15 – General Fund – DOH 01/28/08

**OTHER ACTIONS:**

4. Stephanie Hunsaker – Payson Justice Court – Justice Court Clerk Associate – 05/25/15 – General Fund – Moving from part-time to full-time

**REQUEST TO POST:**

5. Health and Emergency Services – Temporary Executive Administrative Assistant
6. Public Works – Director of Public Works – Vacated by Steve Stratton
7. Payson Justice Court- Justice Court Clerk Associate – Vacated by Amy Wacker

**HUMAN RESOURCES ACTION ITEMS**  
**MAY 26, 2015**

**DEPARTURES:**

1. Miranda Davis – Recorder’s Office – Temporary Recorder’s Clerk – 11/04/14 – General Fund – DOH 10/21/14
2. Joseph Cook – Sheriff’s Office – Detention Officer – 05/17/15 – General Fund – DOH 12/24/12
3. Cynthia Reid – Sheriff’s Office – Detention Officer – 06/15/15 – General Fund – DOH 02/04/08
4. Ruth Lopez – School Superintendent’s Office – Account Clerk Senior – 06/01/15 – General Fund – DOH 05/01/00

**END PROBATIONARY PERIOD:**

5. Alex Cunningham – Public Works – Building Maintenance Technician Senior – 06/01/15 – Facilities Management Fund
6. Gabriel Valenzuela – Sheriff’s Office – Deputy Sheriff Sgt. – 02/17/15 – General Fund
7. Shealene Stidham – Recorder’s Office – Recorder’s Clerk Sr. – 05/22/15 – General Fund
8. Kassandra Seaver – Recorder’s Office – Recorder’s Clerk – 06/15/15 – General Fund

**OTHER ACTIONS:**

9. Michael Hill – Sheriff’s Office – From Deputy Sheriff – To Deputy Sheriff Task Force Detective (Temporary Assignment) – 06/01/15 – From General Fund – To Drug Gang Violent Crime Control Fund – Temporary assignment
10. Russell Toumberlin – Sheriff’s Office – From Deputy Sheriff Task Force Detective (Temporary Assignment) – To Deputy Sheriff – From Drug Gang Violent Crime Control Fund – To General Fund – End of temporary assignment
11. Ted Schaefer – Sheriff’s Office – Detention Officer (.48) – 06/30/14 – General Fund – Classification and Compensation salary update

**REQUEST TO POST:**

12. School Superintendent’s Office – Account Clerk Senior – Vacated by Ruth Lopez

**ARF-3189**

**Consent Agenda Item**

**5. K.**

**Regular BOS Meeting**

**Meeting Date:** 06/09/2015

**Reporting Period:** May 8, 2015; and May 15, 2015

**Submitted For:** Jeff Hessenius, Finance Director

**Submitted By:** Jeannie Sgroi, Contracts Administrator, Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 5-8-15; and 5-15-15.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 4, 2015, to May 8, 2015; and May 11, 2015 to May 15, 2015.

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**Attachments**

Report for County Manager Approved Contracts Under 50,000 for Weeks Ending 5-8-15 and 5-15-15

Mohave Cooperative Procurement Agreement

Agreement No. 042415-Payson Rodeo Committee

KS StateBank Government Obligation Contract for C554e Copier

Service Agreement No. 033115-La Casa Bella Builders

Service Agreement No. 040815-1-Kino Floors

Amendment No. 1 to Service Agreement 031313-1-Tim's Tires

Service Agreement No. 042815-1-Mountain Retreat Builders

Service Agreement No. 031915-Earthquest Plumbing

Service Agreement No. 030915-AM Jackson Electric

Service and Maintenance Agrmt-Konica Minolta

Amendment No. 1-Durham Communications

Service Agreement 041615-3-La Casa Bella Builders

Service Agreement 041615-4-La Casa Bella Builders

Service Agreement No. 041615-2-Kino Floors

Service Agreement No 042115-Wrangler Plumbing

Service Agreement No. 042315-Yellow Jacket Drilling

Amendment No. 1 to Service Agreement No. 031313-Tim's Tires

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

*May 4, 2015 to May 8, 2015*

<b>Number/Vendor</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
County of Mohave	Cooperative Procurement Agreement	N/A	4-23-15 until cancelled by either Party	*4-17-15	Automatic Renewal	Renew the Cooperative Agreement with Mohave County that allows Gila County to utilize Mohave contracts to purchase various products and services.
042415 Payson Rodeo Committee	Agreement No. 042415 August 2015 Pro Rodeo	\$10,000.00	N/A	5-6-15	Expires	The Finance Department has received a Payment Request Form from Supervisor Martin for an Economic Development Grant to the Payson Rodeo Committee for the promotion of the Payson Pro Rodeo.
3348028 KS StateBank	Government Obligation Contract No. 3348028	\$9,632.88	36 months from date of delivery	5-6-15	Expires	Purchase of one new copier for the Sheriff's Office Patrol Squad Room.
033115 La Casa Bella Builders	Service Agreement No. 033115 Globe Regional Justice Court Remodel	\$4,312.49	6-1-15 to 7-31-15	5-6-15	Expires	To remodel and resurface the Witness Stand and Clerk's Stand in the Justice Court
040815-1 Kino Floors & Interiors, LLC	Service Agreement No. 040815-1 Replace Flooring-Monroe Building	\$20,801.43	5-6-15 to 6-30-15	5-6-15	Expires	The intent of this request is to find a flooring contractor that will replace flooring thru out Monroe Building as per specification attached. Replacement of worn flooring throughout building is needed to improve the working environment as well as protect the county from potential liability through trip and fall litigation.

May 4, 2015 to May 8, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031313-1 Tim's Tire, LLC	Amendment No. 1 to Service Agreement No. 031313-1 Tire Repair-Buckhead Landfill-Payson	\$4,000.00	4-25-15 to 4-24-16	5-6-15	Option to renew for one additional one year period	Contractor will provide tire repairs on the heavy equipment that is used in the Buckhead Landfill in Payson, AZ. <b>Amendment No. 1</b> will extend the term of the contract for one additional year from 04-25-15 to 04-24-16.
042815-1 Mountain Retreat Builders	Service Agreement No. 042815-1 Weatherization Project no. HH#10248	\$7,200.55	5-6-15 to 6-30-15	5-6-15	Expires	The purpose of this weatherization project is, but is not limited to, replace old cooler, install fiberglass insulation, service furnace, seal ductwork, seal water heater cabinet and install correct combustion vents.
031915 Earthquest Plumbing, Inc.	Service Agreement No. 031915 On-Call Plumbing and Septic Repairs in Copper Region	\$4,000.00	5-6-15 to 5-4-16	5-6-15	Option to renew for 2 additional one year periods	County maintenance does not always have the expertise to handle plumbing repairs or emergencies. We are contracting with a company we can call to handle plumbing issues in the Copper Region. This would include indoor, outdoor plumbing and septic service.
030915 AM Jackson Electric, Inc.	Service Agreement No. 030915 On-Call Electrical Service for Various Buildings in Gila County	\$2,000.00	5-6-15 to 5-4-16	5-6-15	Option to renew for 2 additional one year periods	At times Facilities needs an electrical contractor to make repairs in County owned or leased buildings throughout Gila County when necessary.

- The Cooperative Procurement Agreement with Mohave County was signed by Mr. McDaniel on 4-17-15 and by the Mohave County Board of Supervisors on 4-23-15.

May 11, 2015 to May 15, 2015

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Konica Minolta Business Solutions	Service and Maintenance Agreement for new BIZHUB C554e copier	\$761.25/year + sales tax, and \$0.02720 per color copy	Expires 36 months after delivery of machine	5-13-15	Expires	Service and maintenance agreement for new copier for the Sheriff's Office Patrol Squad Room. Maintenance includes all black and white copies, supplies (except paper), toner, parts, labor and service calls per Mohave contract.
020415 Durham Communications	Amendment No. 1 to Service Agreement No. 020415 C-Software Consoles Equipment	Add \$13,822.71 for a new total contract amount of \$41,468.14	2-18-15 to 6-30-15	5-13-15	Expires	Upgrade one additional dispatch console in Dispatch-Sheriff's Office to the C-software.
041615-3 La Casa Bella Builders	Service Agreement No. 041615-3 Remodel of Door Frame Globe Constable Office	\$5,486.14	5-5-15 to 7-31-15	5-13-15	Expires	Refurbish and remodel Globe Constables office - Move existing door to new location and repairs to walls and flooring.
041615-4 La Casa Bella Builders	Service Agreement No. 041615-4 Install Ceiling Grid and Tiles Justice Court Waiting Area	\$3,487.52	5-5-15 to 7-31-15	5-13-15	Expires	This is part of a continuing refurbishing and remodeling project in the Globe Courthouse.
041615-2 Kino Floors & Interiors, LLC	Service Agreement No. 041615-2 Install Flooring-Waiting Area Globe Justice Court	\$4,112.14	5-5-15 to 7-31-15	5-13-15	Expires	This is part of a continuing refurbishing and remodeling project in the Globe Courthouse.

*May 11, 2015 to May 15, 2015*

Number/Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
042115 Wrangler Plumbing	Service Agreement No. 042115 Water Heater Replacement Payson Sheriff's Office Jail	\$4,516.65	5-13-15 to 6-30-15	5-13-15	Expires	The previously executed contract for this work expired before the work performed. This contract replaces Service Agreement No. 100914-2.
042315 Yellow Jacket Drilling	Service Agreement No. 042315 Purge Well Water for ADEQ Testing Russell Gulch Landfill	\$2,425.00	5-13-15 to 5-23-15	5-13-15	Expires	The contractor will provide equipment and labor to purge well water from two wells at the Russell Gulch Landfill for ADEQ testing one time.
031313 Tim's Tire, LLC	Amendment No. 1 to Service Agreement No. 031313 Tire Repair-Roads-Payson	\$5,000.00	5-1-15 to 4-30-16	5-13-15	Option to renew for one additional one year period	Contractor will provide tire repairs on the heavy equipment that is used for road repairs in the Payson area. <b>Amendment No. 1</b> will extend the term of the contract for one additional year from 05-01-15 to 04-30-16.



## COUNTY OF MOHAVE COOPERATIVE PROCUREMENT AGREEMENT

This Agreement entered into this 23rd day of April, 2015, between the County of Mohave, and the County of Gila, public procurement units, by their duly authorized representatives.

**WHEREAS**, voluntary purchasing agreements between and among public agencies have been shown to improve competition, quality, and services, provide lower prices for materials and services, and avoid duplication of efforts; and

**WHEREAS**, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services; and

**WHEREAS**, cooperative purchasing results from written agreements wherein lead agencies volunteer to procure specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitations, receiving bids or proposals, and awarding contracts for use by all participating members; wherein the lead agency is responsible for placement, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

**WHEREAS**, this Agreement will serve these ends;

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

1. The purpose of this Agreement is to serve as a cooperative purchasing agreement for the procurement of materials and/or services.
2. In the context of this Agreement, the terms "procuring entity" and "procuring party" mean the public entity actually buying the materials or services, whether or not that party initiated the solicitation.
3. Receipt, inspection, acceptance, and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
4. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
5. In this Agreement, failure of any entity to secure performance under its purchase order does not necessarily require another entity to exercise its own rights or remedies.
6. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bids or proposals, except as modification of those terms and conditions are otherwise allowed by law.
7. The participation in a specific bid or proposal will be at the option of the individual party.
8. The lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws applicable to that entity.
9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials and services,

inspections, and acceptance of materials and services ordered by a procuring party shall be the exclusive obligation of such procuring party.

10. A procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.
11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold the non-procuring party harmless from any liability, which may arise from action or inaction of the procuring party.
12. Any party may terminate this Agreement with at least ninety (90) days written notice to the other party.
13. This Agreement is exempt from the provisions of A.R.S. § 11-952, Subsections D, F, and G under provision of A.R.S. § 41-2632.
14. This Agreement shall become effective upon execution by the participating parties. Each party acknowledges that a finalized executed copy of this Agreement will be approved by the Mohave County Board of Supervisors, and that Mohave County is the party designated as the entity to ensure compliance with such filing requirement.
15. This Agreement may be canceled pursuant to provisions of A.R.S. § 38-511, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

**FOR THE COUNTY OF GILA, AZ:**

**FOR THE COUNTY OF MOHAVE, AZ:**

  
Signature

  
Signature

Don E. McDaniel, Jr.  
Printed Name

Annie Newton-Fruhworth, C.P.P.B.  
Printed Name

County Manager  
Title

Procurement Director  
Title

Dated this 17 day of APRIL, 2015

Dated this 23rd day of April, 2015

**AGREEMENT NO. 042415  
BETWEEN  
GILA COUNTY  
AND  
PAYSON RODEO COMMITTEE, INC.  
AUGUST 2015 PRO RODEO**

This is an agreement between Gila County, hereinafter referred to as the *County* and the Payson Rodeo Committee, Inc., hereinafter referred to as the *Organization*:

**1. Purpose and Scope**

The Payson Rodeo Committee, Inc. is a charitable, non-profit Organization for the benefit of residents of the Payson area and surrounding communities. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports activities in the Payson area and sponsors Scholarships for senior high school students, as well as provides contributions to the breast cancer support groups and veteran support groups in the area.

The County will provide to the Organization an economic development grant of \$10,000 as financial assistance for the Payson Pro Rodeo to be held in August 2015. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11\_254 and A.R.S. § 11\_254.04.

The Organization fully understands that the contributions provided by the County shall be used for economic development in providing financial assistance for promoting "The World's Oldest Continuous Rodeo". The Rodeo serves to increase the Town of Payson revenue by an estimated \$1,000,000 each year. During the rodeo, Payson hotel occupancy rates are at 98% to full capacity. This means all of the travelers will be spending money on food and drink, as well as fuel.

The rodeo turns around and pours all proceeds back into the community through scholarships and contributions.

**2. Term**

This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to assist in the promotion of "The World's Oldest Continuous" Rodeo through advertising throughout the Phoenix/Scottsdale metro area..

**3. General Terms and Conditions**

**Legal Arizona Workers Act Compliance:** The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the “State and Federal Immigration Laws”). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws. Any breach of the Organization’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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization 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. The Organization shall advise each subcontractor of the 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 the County may inspect the Subcontractor’s books and records to insure that the 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.”

**Notices & Demands:** All notices or demands upon the Parties shall be in writing and sent to:

Payson Rodeo Committee, Inc.  
Bill Armstrong, Rodeo Boss  
P.O. Box 937  
Payson, Arizona 85547  
Tax ID No.: 86-0665621

Gila County  
Tommie C. Martin, Supervisor, District I  
610 E. Highway 260  
Payson, Arizona 85541

**4. Indemnification**

The Organization 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 the Organization 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 the Organization 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 the Organization from and against any and all claims. It is

agreed that the Organization 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 Organization 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 Organization for the County.

**5. Cancellation**

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

**6. Entire Agreement**

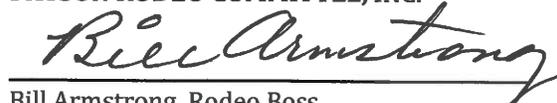
Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 5/6/15

**PAYSON RODEO COMMITTEE, INC.**

  
\_\_\_\_\_  
Bill Armstrong, Rodeo Boss

Date: 4/27/15



1680 CHARLES PLACE | 877-587-4054  
MANHATTAN, KS 66502

SENT VIA EMAIL: JERWIN@GILACOUNTYAZ.GOV

April 24, 2015

Ms. Joni Erwin  
Gila County, Arizona

**Re: Financing for Gila County, Arizona for One (1) Konica Minolta Bizhub C554e Copier**

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Dear Ms. Erwin:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

**The interest rate you have been quoted is valid through May 22, 2014.**

**\*\*This contract will not be considered fully executed until all required signatures and documentation has been received and reviewed by KS StateBank.\*\***

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligees.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Kali Kuckelman  
Client Relations II

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

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1. **Government Obligation Contract**
  - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
  - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
4. **Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
5. **Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check
6. **8038GC IRS Form**
  - ◆ Please read 8038 Review Form
  - ◆ In Box 2, type Employer Identification Number
  - ◆ Sign and print name and title

### II. Additional Documentation Required

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1. First payment check as stated on attached invoice
2. Copier Service Agreement
3. Insurance Certificate as stated on the Insurance Requirements Form
4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
5. Mohave PO

### III. Condition to Funding

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If, for any reason: (i) the required documentation is not returned by June 23, 2015, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

**All documentation should be returned to:**  
KS StateBank  
1680 Charles Place  
Manhattan, Kansas 66502

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

Gila County, Arizona  
1400 East Ash Street  
Globe, Arizona 85501

### Obligee

KS StateBank  
1010 Westloop; P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of May 1, 2015**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligee" means the entity originally listed above as Obligee or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state in which Obligor is located.

#### II. Obligor Warranties

**Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

**Section 2.02 Escrow Agreement.** In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 Contract Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

#### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Indemnification.** Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### VI. Title and Security Interest

**Section 6.01 Title.** To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Oblige.** All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## VIII. Maintenance of Equipment

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee at a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

## X. Miscellaneous

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 10.09 Cancellation for Conflict of Interest. In accordance with Arizona Revised Statutes Section 38-511, within three years after the execution of this Contract by a political subdivision, department, or agency, such Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract is, at any time while the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to this Contract with respect to the subject matter of the Contract.

Section 10.10 Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty.

Section 10.11 Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law, RFP 13R-1018, any Best and Final Offer made to Mohave, and the member's purchase order. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause for a municipal entity, (3) that there be no invoicing or collecting of property tax to a school on leased property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Section 10.12 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.13 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.14 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**Gila County, Arizona**



Signature

DON E. MCDANIEL, JR., COUNTY MANAGER  
Printed Name and Title

**KS StateBank**



Signature

Mark Skochdopole Vice President  
Printed Name and Title

**Gila County, Arizona**

**Attested By Authorized Individual:**



Signature

JEFF HESSENIUS, FINANCE DIRECTOR  
Printed Name and Title

## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 1, 2015, between KS StateBank (Obligee) and Gila County, Arizona (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$8,717.62
Total Number of Payments:	Thirty-Six (36)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$267.58	\$0.00	\$267.58	Not Available
2	1-Jun-15	\$267.58	\$49.22	\$218.36	Not Available
3	1-Jul-15	\$267.58	\$47.95	\$219.63	\$8,475.01
4	1-Aug-15	\$267.58	\$46.67	\$220.91	\$8,228.05
5	1-Sep-15	\$267.58	\$45.38	\$222.20	\$7,980.49
6	1-Oct-15	\$267.58	\$44.09	\$223.49	\$7,732.33
7	1-Nov-15	\$267.58	\$42.79	\$224.79	\$7,483.57
8	1-Dec-15	\$267.58	\$41.48	\$226.10	\$7,234.20
9	1-Jan-16	\$267.58	\$40.16	\$227.42	\$6,984.22
10	1-Feb-16	\$267.58	\$38.84	\$228.74	\$6,733.63
11	1-Mar-16	\$267.58	\$37.50	\$230.08	\$6,482.44
12	1-Apr-16	\$267.58	\$36.16	\$231.42	\$6,230.63
13	1-May-16	\$267.58	\$34.82	\$232.76	\$5,978.21
14	1-Jun-16	\$267.58	\$33.46	\$234.12	\$5,725.18
15	1-Jul-16	\$267.58	\$32.10	\$235.48	\$5,471.53
16	1-Aug-16	\$267.58	\$30.72	\$236.86	\$5,217.26
17	1-Sep-16	\$267.58	\$29.34	\$238.24	\$4,962.38
18	1-Oct-16	\$267.58	\$27.96	\$239.62	\$4,706.88
19	1-Nov-16	\$267.58	\$26.56	\$241.02	\$4,450.75
20	1-Dec-16	\$267.58	\$25.16	\$242.42	\$4,194.00
21	1-Jan-17	\$267.58	\$23.74	\$243.84	\$3,936.63
22	1-Feb-17	\$267.58	\$22.32	\$245.26	\$3,678.63
23	1-Mar-17	\$267.58	\$20.90	\$246.68	\$3,420.00
24	1-Apr-17	\$267.58	\$19.46	\$248.12	\$3,160.74
25	1-May-17	\$267.58	\$18.01	\$249.57	\$2,900.85
26	1-Jun-17	\$267.58	\$16.56	\$251.02	\$2,640.33
27	1-Jul-17	\$267.58	\$15.10	\$252.48	\$2,379.17
28	1-Aug-17	\$267.58	\$13.63	\$253.95	\$2,117.38
29	1-Sep-17	\$267.58	\$12.15	\$255.43	\$1,854.95
30	1-Oct-17	\$267.58	\$10.66	\$256.92	\$1,591.88
31	1-Nov-17	\$267.58	\$9.16	\$258.42	\$1,328.17
32	1-Dec-17	\$267.58	\$7.66	\$259.92	\$1,063.82
33	1-Jan-18	\$267.58	\$6.14	\$261.44	\$798.83
34	1-Feb-18	\$267.58	\$4.62	\$262.96	\$533.19
35	1-Mar-18	\$267.58	\$3.09	\$264.49	\$266.91
36	1-Apr-18	\$267.58	\$1.70	\$265.88	\$0.00

Gila County, Arizona



Signature

Don E. McDaniel, Jr., COUNTY MANAGER

Printed Name and Title

\*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

## INSURANCE REQUIREMENTS

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Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<b>Insured:</b>	<b>Certificate Holder:</b>
Gila County, Arizona	KS StateBank
1400 East Ash Street	1010 Westloop, P.O. Box 69
Globe, Arizona 85501	Manhattan, Kansas 66505-0069

1. **Equipment Description**
  - ◆ One (1) Konica Minolta Bizhub C554e Copier
  - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
  - ◆ All risk coverage to guarantee proceeds of at least \$8,717.62.
3. **Loss Payee**
  - ◆ KS StateBank and/or Its Assigns MUST be listed as loss payee.

Please forward certificate as soon as possible to:      Fax: (785) 587-4016  
or  
Email: [kkuckelman@ksstatebank.com](mailto:kkuckelman@ksstatebank.com)

Please complete the information below and return this form along with the Contract.

---

### Gila County, Arizona

Insurance Company: ARTHUR J. GALLAGHER & COMPANY

Agent's Name: ROSE UNRUH

Telephone #: 480-845-6209

Fax #: 602-244-2242

Address: 8400 E. CHAPARRAL ROAD # 230

City, State Zip: SCOTTSDALE, AZ 85250

Email: ROSE-UNRUH@A.J.G.COM

**\*PREFERRED\***

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Contract Number</b> 3348028	<b>Payment Amount</b> \$267.58	<b>Frequency of Payments</b> Monthly
<b>Beginning</b> _____ Month      Year	<b>Day of Month</b> 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> Gila County, Arizona	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 86-6000444	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

## 8038 REVIEW FORM

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The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

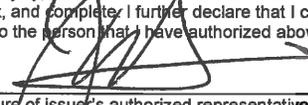
Department of the Treasury  
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)  
Caution: If the issue price is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Gila County, Arizona</b>		2 Issuer's employer identification number (EIN) <b>86 6000444</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>1400 East Ash Street</b>		Room/suite
4 City, town, or post office, state, and ZIP code <b>Globe, Arizona 85501</b>		5 Report number (For IRS Use Only)
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information <b>Ms. Joni Erwin, Buyer</b>		7 Telephone number of officer or legal representative <b>(928) 402-8897</b>

<b>Part II Description of Obligations</b> Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>		
8a Issue price of obligation(s) (see instructions)	<b>8a</b>	<b>9,195 13</b>
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ <b>05/01/2015</b>		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	<b>9a</b>	
b For leases for office equipment	<b>9b</b>	
c For leases for real property	<b>9c</b>	
d For leases for other (see instructions)	<b>9d</b>	<b>9,195 13</b>
e For bank loans for vehicles	<b>9e</b>	
f For bank loans for office equipment	<b>9f</b>	
g For bank loans for real property	<b>9g</b>	
h For bank loans for other (see instructions)	<b>9h</b>	
i Used to refund prior issue(s)	<b>9i</b>	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	<b>9j</b>	
k Other	<b>9k</b>	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>		
12 Vendor's or bank's name: <b>KS StateBank</b>		
13 Vendor's or bank's employer identification number: <b>48 0760380</b>		

**Signature and Consent** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.


Date
Type or print name and title

Signature of issuer's authorized representative
JEFF HESSENIUS, FINANCE DIRECTOR

<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>H. Evan Howe</b>	Preparer's signature <i>H. Evan Howe</i> <small>Digitally signed by H. Evan Howe Date: 2015.04.24 12:01:04 -05'00'</small>	Date <b>04/24/2015</b>	Check <input type="checkbox"/> if self-employed	PTIN <b>P01438994</b>
	Firm's Name ▶ <b>Baystone Financial LLC</b>	Firm's EIN ▶ <b>48-1223987</b>			
	Firm's Address ▶ <b>12980 Metcalf, Suite 310, Overland Park, KS 66213</b>	Phone no. <b>(800) 752-3562</b>			

**General Instructions**

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

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.**

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.**

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**ATTACHMENT "A" to GOVERNMENT OBLIGATION CONTRACT  
DATED May 01, 2015  
FOR FINANCING ONE (1) BIZHUB C554E COPIER**

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

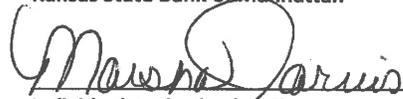
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

Kansas State Bank of Manhattan

  
Individual Authorized to Sign

**MARSHA JARVIS**

Print Name

**SENIOR VICE PRESIDENT**

Title

**5/1/2015**

Date

# INVOICE

DATE SENT: 04-24-2015

**BILL TO:**  
GILA COUNTY, ARIZONA  
ATTN: ACCOUNTS PAYABLE  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**REMIT TO:**  
KS STATEBANK  
GOVERNMENT FINANCE DEPARTMENT  
PO BOX 69  
MANHATTAN, KS 66505-0069  
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3348028	At Closing	At Closing	\$267.58

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF MAY 1, 2015	PAYMENT AMOUNT: \$267.58
ONE (1) KONICA MINOLTA BIZHUB C554E COPIER	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$267.58
	<b>TOTAL DUE</b>

# INVOICE

DATE SENT: 04-24-2015

**BILL TO:**

GILA COUNTY, ARIZONA  
ATTN: ACCOUNTS PAYABLE  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**REMIT TO:**

KS STATEBANK  
GOVERNMENT FINANCE DEPARTMENT  
PO BOX 69  
MANHATTAN, KS 66505-0069  
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3348028	06-01-2015	06-01-2015	\$267.58

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF MAY 1, 2015	PAYMENT AMOUNT: \$267.58
ONE (1) KONICA MINOLTA BIZHUB C554E COPIER	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$267.58
	<b>TOTAL DUE</b>

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. 033115**  
**JUSTICE COURT REMODEL**  
**GLOBE REGIONAL JUSTICE COURT**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and La Casa Bella Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 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 **Justice Court Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 033115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 033115** 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 033115**, 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 upon award and remains in effect from June 01, 2015 through July 31, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,312.49 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. 033115 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

LA CASA BELLA BUILDERS, LLC

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 5/6/15

Shane Fletcher  
Print Name

**La Casa Bella Builders, LLC**401 N. Broad St.  
Globe, AZ 85501**Proposal**

Proposal Date: 4/9/2015

Proposal #: 1485

Project:

**Bill To:**Gila County Courthouse  
1400 E. Ash St.  
Globe, AZ 85501

Description	Est. Hours/Qty.	U/M	Rate	Total
<b>J.P. Court Remodel</b>  Raise entire witness stand six inches. Detach and reset countertop. Raise framing six inches and sheath with 1/4" Halex Build platform and glue down carpet. Re-fabricate shelve into corner shelve. Re-laminate wall to cover extended framing. Replace mouldings to cover extension. All materials to match existing.  Lower middle section countertop of court room clerk five inches to accommodate monitor. Fabricate new countertop as needed from lowering mid section.  Build stand for printer and attach to court room clerk stand. Top to receive matching countertop as will shelving. Two walls to be constructed with 2" x 4". Sheath and laminate the walls and trim out. All materials to match existing.	1		4,312.49	4,312.49
			<b>Total</b>	<b>\$4,312.49</b>

Phone:	Fax:	E-mail	Web Site
928-425-2450	928-425-6249	lacasabellabuilders@yahoo.com	www.LCBBuilders.com

QUOTE DUE DATE: Please email or fax quote by, 11:A.M. on Friday April 17, 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: LCB Builders

Contractor Address: 401 N Broad St

Contractor Phone #: 928-425-2450 Email Address: \_\_\_\_\_

Contractor Signature: 

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST INCLUDED) \$ 2,270.00 (TAXES

MATERIAL COST INCLUDED) \$ 2042.49 (TAXES

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

Tommie C. Martin, District I  
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**GILA COUNTY**  
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**SERVICE AGREEMENT NO. 040815-1**  
**REPLACE FLOORING - MONROE BUILDING**  
**SHERIFF'S ADMINISTRATION BUILDING**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, 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 040815-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 040815-1** 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 040815-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

**3. Professional Liability (Errors and Omissions Liability)**

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 - WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on 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 \$20,801.43 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. 040815-1 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: 5/6/15

KINO FLOORS & INTERIORS, LLC

  
Signature

DALE FLETCHER  
Print Name

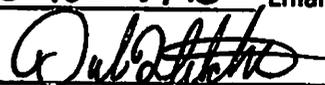
**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on Thursday April 23, 2015 to,  
040815-1 Jeannie Sgroi, [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov), fax 928-402-4386

"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: KIND FLOORS

Contractor Address: 401 N. BROAD ST Globe AZ 85501

Contractor Phone #: 928 425 9443 Email Address: KINDFLOOR@WESTOFFICE.NET

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 5161 05 (TAXES INCLUDED)

MATERIAL COST \$ 15640 11 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

8000 TO  
 Gila County / Sheriff's Admin Building  
 ADDRESS  
 CITY Gila STATE AZ ZIP  
 PHONE PHONE JOB PHONE 520 1643

**KINO FLOORS & INTERIORS, LLC.**  
 401 North Broad Street  
 GLOBE, ARIZONA 85501  
 425-8443  
 Fax: 425-8240

JOB 008274  
**INVOICE**

SOLD BY DATE OF ORDER  
 Date 4/12/15  
 SCHEDULED INSTALL DATE  
 SCHEDULED COMPLETION  
 CASH CHARGE OTHER

JOB LOCATION: BRUCE # 040815-1 1177 East Main St  
 CONTRACTOR: Bob Wickman

ROOM	MPGR / DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ YD/FT	PRICE PER SQ YD/FT	AMOUNT
CONFERENCE											
1 Room	Lees Carpet Tile		Work IT	241224	1702				1271	27 <sup>25</sup>	1173 90
2-5	Lees Carpet Tile		Work IT		2002				1271	24 <sup>25</sup>	3118 65
TRANS											
4 Lobby	ARMSTRONG		NATURAL CREATIONS/ARBOR PINE LVP						1512	5 <sup>20</sup>	8104 32
5 Plan											
6	Bole Johnsonite		6in w/10c 47 BROWN						909		1388 61
7	Supplies										623 34
8											
9											
10											

THE FLOOR SURFACE FINISH PREP  
 wood  concrete  
 YES  NO  
 YES  NO  
 YES  NO  
 REMOVE OLD FLOORING

SCRAPE AWAY ADHESIVE RESIDUE

SUB-TOTAL 14458 82  
 LABOR 5161 05  
 SALES TAX 1181 29  
**TOTAL 20801 16**  
 DEPOSIT  
 BALANCE DUE

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dent or conditions of existing masonry, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for curing doors. Seller is not responsible for customer measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF \_\_\_\_\_% (\_\_\_\_\_% PER ANNUM) will be charged to accounts past \_\_\_\_\_ days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

**PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.**

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS: (Sg) \_\_\_\_\_ DATE / /

DATE COMPLETED AND  
 PAID IN FULL / /  
**Thank You!**  
 DUPLICATE

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**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 031313-1**

The following amendments are hereby incorporated into the contract documents for the below stated project:

**SERVICE AGREEMENT NO. 031313-1  
TIRE REPAIR-BUCKHEAD LANDFILL-PAYSON**

**TIM'S TIRE, LLC**

Effective April 25, 2013, Gila County and Tim's Tire, LLC entered into a contract whereby Tim's Tire, LLC agreed to provide tire repair service for the Landfill, in Payson, Arizona.

The contract expires on April 24, 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.

**Amendment No. 1 to Service Agreement 031313-1** 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.

**Amendment No. 1 to Service Agreement 031313-1** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 25, 2015 to April 24, 2016, with a not to exceed contract amount of Four Thousand dollars and no/100's (\$4,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 25, 2015 to April 24, 2016 term of the contract.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 6<sup>th</sup> day of May, 2015.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 5/12/15

TIM'S TIRE, LLC



Signature

Timothy B. Flores

Print Name

AGREEMENT IN & TO BEWILLI...  
The following agreement...  
is to be below...



THE STATE OF ARIZONA  
COUNTY OF MARICOPA

THIS AGREEMENT

Between and of the County of Maricopa and the State of Arizona...  
to provide the right of way for the... in Maricopa, Arizona.

The term of this agreement shall be for a period of...  
to be in force for two (2) additional one (1) year periods.

A new term of the agreement for one (1) year term, from April 22, 2012 to April 22, 2013.

Agreement No. 1 to be with Agreement No. 2...  
with a total of \$100,000.00...  
with a total of \$100,000.00...  
with a total of \$100,000.00...

Other terms and conditions of the original agreement shall remain in full force and effect...  
to be in force for one (1) year term of the contract.

IN WITNESS WHEREOF, the undersigned...  
and for all purposes be treated as original...  
part of the original... on this... day of...

THIS AGREEMENT

COUNTY OF MARICOPA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Print Name

Tommie C. Martin, District I  
610 E Highway 260, Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John 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. 042815-1**  
**WEATHERIZATION PROJECT NO. HH#10248**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of May, 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#10248, 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.

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 commence upon award and remain in effect from May 06, 2015 through June 30, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$7,200.55 for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 042815-1 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: 5/6/15

MOUNTAIN RETREAT BUILDERS

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

5515 S. Apache Ave.

P.O. Box 1254

Globe Az. 85502

(928)425 - 7631



Monday @ Nine, Fully Itemized

**SCOPE OF WORK**

Case Number: **10248**

REVIEW DATE: \_\_\_\_\_

Jurisdiction City of Globe  
Census: 2

Name/s: M. R. Sullivan

Address: 745 East Spruce Dr

Owner:

Globe, AZ 85501

Phone 928-666-4674

email: jsullivan@msullivan.com

Homeowner Signature

Whole House 3386  
Target 1800

Floor \$370 per 100 sqm  
Ceiling \$70 " 100 sqm  
Insulation same as ceiling

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. \*\*

APR 27 2015

**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.

4

**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35, et.a.

**Cooling system**

\*5

**Replace old cooler.**

Remove the evaporative cooler from the roof and install a new 4500 CFM window mount cooler in the EAST side of the living room near the kitchen. Must have a new motor, pump and accessories also a new four legged stand and a second form of attachment. Roof jack to old cooler and the leg areas must be completely removed and disposed of. Seal the area with new roofing material cap old registures with shower board and trim with plastic boarder. Then fill old duct system with insulation. Check the amp draws to confirm correct speed on new unit.

**Weatherzation**

\*6

**Fiberglass Insulation, Belly - (R30) Batt/Bla**

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended. must have a correctly installed belly pan insulation no gaps or voids and touching the air barrier. repair all areas!

\$ 900<sup>00</sup>\$ 500<sup>00</sup>

7

Caulk windows and doors and seams

Clean all surfaces and caulk to provide leak-free seal according to Performance Manual guidelines. caulk exterior of home windows and doors also horizontal siding, caulk interior as needed ( DO NOT CAULK WIDOW SHUT) TARGET CFM is 834 whole house.

300<sup>00</sup>

8

Patch Holes

Patch all holes in sheet rock, or paneled, walls, floors, ceilings to meet CFM GOALS of 834 cfm 50.

200<sup>00</sup>

9

Install Storm Windows

Clean surface and double caulk windows to provide a leak-free installation. Do not caulk breather holes. Windows shall be triple track self-storing units. Check for smooth operation.

Double Pane  
L E - weathering 2000<sup>00</sup>

10

Sun Screens

Install sun screens on all windows in direct sun light facing East, West, South or versions of. Screens must be a framed unit easily removed and attached by locking hardware.

4 on East, 7 total work 2400<sup>00</sup>

\* Heating

11

Service Furnace

Make service check on existing unit to bring to maximum operating efficiency. Adjust belts, change filter, clean and lubricate motor, adjust burners and air mixture.

Make service check on existing unit to bring to maximum operating efficiency.

- 1) clean heat exchanger, blower, burners, and delivery system
- 2) inspect, level and calibrate thermostat
- 3) test thermocouple replace as needed
- 4) test safety controls
- 5) test for CO (max 100 ppm in flue gas- 0 in ambient air )
- 6) adjust oxygen level to 4-9% (for forced air )
- 7) inspect/ adjust delivery system
- 8) clean filters and leave additional hog hair to change filter, for furnace.
- 9) replace gas valve and flex line to the unit, check for gas leaks.
- 10) check / improve draft
- 11) check / adjust the gas pressure

1900<sup>00</sup>

\* 12

Seal Ductwork

Remove all defective material and make any repair needed. clean ducts and seal with mastic all register must meet WAP PROGRAM requirements of 1 pa. or less per register.

patch floor

300<sup>00</sup>

\* 13

Seal water heater cabinet

Repair water heater floor and seal the cabinet against air infiltration.

May have to remove w. H. for Bracing floor

600<sup>00</sup>

Water Heater

14

\* Replace Gas valve and flex Line

Replace supply a gas flex and valve for each appliance and prove pressure test and check for gas leaks.

Priority

add upper regis. for w H combustion air 100<sup>00</sup>

15

Install correct combustion Vents

Cut out and install screened combustion vents both upper and lower for water heater door. Check to see

add 1 more

100<sup>00</sup>

that all vents are breathing properly.  
**Mechanical**

16

**Install Ashrea Fan**

Install a New ASHREA Fan such as a Panasonic FV-08VKM3 must be set at 40 CRM constant run. see infiltration Goal of 834 CFM 50.

*\$ 500*

*Flint Balances*

*Total \$ 7200*

*55*

---

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. 031915**  
**ON-CALL PLUMBING AND SEPTIC REPAIRS IN COPPER REGION**  
**VARIOUS SOUTHERN GILA COUNTY BUILDINGS**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Earthquest Plumbing, Inc., 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 031915** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 031915** 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**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

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

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

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

3. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [jsgroi@gilacountyaz.gov](mailto:jsgroi@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "**State and Federal Immigration Laws**"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor **and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.**

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's **approved construction or critical milestones schedule**, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its

successors, and assigns. Contractor agrees **to replace or correct, at Contractor's sole cost and expense,** defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes **that County's requirements may require immediate repairs in reworking of defective goods, without notice** to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. **Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.** It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the option to renew the contract for two (2) one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,000.00 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.

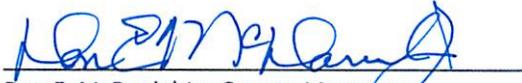
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

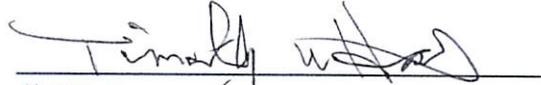
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 031915 has been duly executed by the parties hereinabove named, on the date and year first above written.

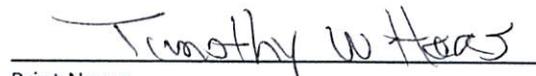
GILA COUNTY

EARTHQUEST PLUMBING, INC.

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 5/6/15

  
\_\_\_\_\_  
Print Name

## REQUEST FOR QUOTE NO. 031915 GILA COUNTY



### ON-CALL PLUMBING & PUMPING-COPPER REGION

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE

#### JOB/PROJECT DESCRIPTION

Project consists of On-Call plumbing and septic pumping for Copper Region.

Location: Various Southern Gila County Buildings

Scope of Work and Specifications:

- General Indoor and Outdoor plumbing.
- Include an hourly labor rate for a technician to complete repairs on an as needed basis. List all rates and times including normal business, after hours, and holidays. Please specify the times and days of these specific differences.
- Include travel rate, if any.
- Major repairs, may require a bid process with more than your company, depending upon the critical nature of the area affected.
- Septic pumping service costs.
- Sewer camera costs.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Friday April 3, 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>EarthQuest Plumbing</u>	
Contractor Address: <u>P.O. Box 5391 Globe 85502</u>	
Contractor Phone #: <u>928-612-0112</u>	Email Address: <u>earthquest07@g.com</u>
Contractor Signature: _____	
LABOR COST INCLUDED)	\$ <u>55 hr.</u> (TAXES
TRAVEL COST (IF ANY) INCLUDED)	<u>one way</u> \$ <u>40<sup>00</sup> hr</u> (TAXES
AFTER HOURS/HOLIDAYS INCLUDED)	\$ <u>75<sup>00</sup></u> (TAXES
SEPTIC PUMPING COST INCLUDED)	<u>Per 1,000 gal.</u> \$ <u>150</u> or <u>90<sup>00</sup> hr</u> (TAXES + fee
SEWER CAMERA COST (TAXES INCLUDED)	\$ <u>125<sup>00</sup></u>
INVOICE MARKUP PERCENTAGE	<u>15% material only</u>

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539  
 Globe, AZ 85501

# Estimate

Date	Estimate #
3/23/2015	314

<b>Name / Address</b>
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

			Project
Description	Qty	Cost	Total
Plumber labor- as needed basis - regular time 6 am to 6pm	1	55.00	55.00 ✓
Plumber labor- holidays and weekends or after 6 pm	1	75.00	75.00 ✓
trip/travel one way charge only - per hour if out of town -service only	1	40.00	40.00 ✓
Pumping per 1000 gal. if in town- includes dump fee (\$50.00)	1	150.00	150.00 ✓
pumping per hour if out of town- plus \$50 dump fee per 1,000 gallons pumped-(example- 2 hrs travel to pump 1,000 gal= \$100.00 + 100.00+ 50.00= \$250.00	1	100.00	100.00 ✓
camera per hour- normally \$150.00 Gila county discounted rate-	1	125.00	125.00 ✓
Jetting service per hour normally \$150.00 Gila county discounted rate-	1	125.00	125.00 ✓
dump fee per 1,000 gallons	1	50.00	50.00
		<b>Subtotal</b>	\$720.00
		<b>Sales Tax (8.6%)</b>	\$0.00
		<b>Total</b>	\$720.00

**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

### ON-CALL ELECTRICAL SERVICE FOR VARIOUS BUILDINGS IN GILA COUNTY

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and AM Jackson Electric, Inc., of the City of Star Valley, 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** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 030915** 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**, 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 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

AM JACKSON ELECTRIC, INC.

  
Don E. McDaniel Jr., County Manager

  
Signature

Date: 5/6/15

A. Michael Jackson  
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, [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>AM JACKSON ELECTRIC INC</u>	
Contractor Address: <u>47 E Brown Rd, Stee Valley, AZ 85541</u>	
Contractor Phone #: <u>928 978 1338</u>	Email Address: <u>a.michael.jackson@gmail.com</u>
Contractor Signature: <u>A. Michael Jackson</u>	
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>	
LABOR COST INCLUDED)	\$ <u>55<sup>00</sup></u> (TAXES
OVERHEAD/PERCENTAGE COST INCLUDED)	\$ <u>Cost + 25%</u> (TAXES
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

*see attachment*

**AM Jackson Electric, Inc**

**Attachment to Gila County Quote No 030915**

**March 30, 2015**

**Labor Cost is normally \$55.00 per man hour for service type on call work.**

**However, labor rates can be pre-scheduled work per specific work at \$40.00 per man hour.**

**Material at cost plus an overhead charge of 25% on the material cost is to cover overhead.**

**Example: Per a specific job request, we will provide a detailed quote including labor, material and overhead in a written quote format.**

**We are not able to provide a material price with this quote until we are informed of the job. AM Jackson Electric, Inc does provide the best material price by ongoing comparison of material prices through our suppliers and we pass that savings onto our clients.**

**Please contact me with any additional questions directly on my cell phone at 928 978 1338. Thank you for your consideration of our quote.**



KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

**KMBS CPC Service & Maintenance Agreement**

Sold To: (legal name) \_\_\_\_\_ Ship To: \_\_\_\_\_

Name: Gila County Account Number: \_\_\_\_\_ Name: Gila County Account Number: \_\_\_\_\_

Address Line 1: \_\_\_\_\_ Address Line 1: \_\_\_\_\_

Address Line 2: Gila County Finance Address Line 2: Gila County Sheriffs - Globe Patrol Office

Street Address: 1400 E. Ash Street Street Address: 1100 South Street

City: Globe State: Az Zip: 85501 City: Globe State: Az Zip: 85501

Tax Exemption  No  Yes (Certificate required) Tax Exemption Number: \_\_\_\_\_

PO Required  No  Yes (Copy required) PO Number: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_

**Advantage CPC Maintenance Plan**

Cost Per Copy  With Supplies  Without Supplies - Purchased Separately Effective Date: 90 Days from Install

Billing for CPC contract:  Monthly  Quarterly  Annually Contract Term (Months):  12  24  36  48  60

Overages billed:  Monthly  Quarterly  Annually

**Product Covered Under Contract:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min \$	Overage CPC
1	BizHub C554e		C			\$ 0.02720		\$ 0.02820
			B/W	Flat Rate - Unlimited			\$ 63.44	
2			C				761.25 Annual	
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

*This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESOC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.*

Customer Name: GILA COUNTY KMBS Representative: Robert Barney Date: 5-06-15  
 Signature: [Signature] Authorized Representative of Customer Date: 5/13/15 KMBS Manager: [Signature] Date: \_\_\_\_\_  
 Title: COUNTY MANAGER

**FOR INTERNAL USE**

New Customer  Maintenance w/ Equipment Order  Maintenance Only  Maintenance Billed by KMBS  Maintenance Billed by Lease Company  Dealer Serviced  
 PE #: \_\_\_\_\_ Agreement #: \_\_\_\_\_ Customer Code 1: Mohave Contract  
 Promotion #: \_\_\_\_\_ Price Plan #: \_\_\_\_\_ Customer Code 2: \_\_\_\_\_  
 Subfleet #: \_\_\_\_\_ Customer Code 3: \_\_\_\_\_

Key Operator Contact: Joann Fane Phone: (928) 402 1884 Email Addr: \_\_\_\_\_  
 Meter Read Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email Addr: \_\_\_\_\_

Special Instructions: \_\_\_\_\_ Additional Documents Attached:  Price Exception  Tax Exempt Certificate  
 Purchase Order  Credit Application

Originating:	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Order Taking:		<u>Robert Barney</u>	<u>robbarney@cableone.net</u>
Servicing:			

Contract Processed:  Windsor, CT  Branch Interstate Copy Shop (Branch Name)



## **AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 020415**

The following amendments are hereby incorporated into the Service Agreement documents for the below stated project:

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### **SERVICE AGREEMENT 020415 C-SOFTWARE CONSOLES EQUIPMENT**

#### **SHERIFF'S OFFICE-DISPATCH**

Effective February 18, 2015, Gila County and Durham Communications entered into a Service Agreement whereby Durham Communications agreed to provide C-Software Consoles Equipment for Sheriff's Office Dispatch.

The Sheriff's Office would like to increase the original contract amount of \$27,645.43 by an additional Thirteen Thousand Eight Hundred Twenty-Two dollars and 71/100's (\$13,822.71) to upgrade one dispatch console in Dispatch to the C-Software. Refer to attached Attachment "A" to Amendment No. 1 to **Service Agreement 020415** by mention made a binding part of this Amendment.

**Amendment No. 1 to Service Agreement No. 020415** will increase the contract amount by an additional Thirteen Thousand Eight Hundred Twenty-Two dollars and 71/100's (\$13,822.71).

Consequently, the contract is amended to increase the contract amount by \$13,822.71 for a new total contract amount of Forty-One Thousand Four Hundred Sixty-Eight dollars and 14/100's (\$41,468.14).

All other terms, conditions and provisions of the original contract, including previously executed Amendments, shall remain the same and apply during the February 18, 2015 to June 30, 2015 contract term.

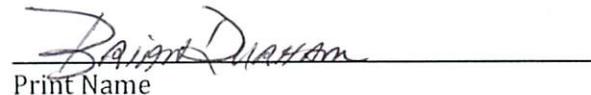
**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13<sup>th</sup> day of may, 2015.

GILA COUNTY

  
Don E. McDaniel, Jr. County Manager

DURHAM COMMUNICATIONS

  
Authorized Signature

  
Print Name





4611 E. Virginia St.  
Mesa, AZ 85215  
(480)981-8875  
Fax(480)-981-7146

Communication Integration & Solutions Since 1945

<b>PRICE QUOTE</b>		<b>4/30/2015</b>	<b>PRESENTED TO:</b>		<b>AZ ROC# 086328 L-67</b>
Summary - One C Soft console position  Arizona State Contract Pricing			<b>Contact:</b> Lt. Keith Thompson <b>Organization:</b> Gila County <b>Department:</b> Sheriff <b>Address:</b> <b>City, State Zip:</b>	<b>Email:</b> kthompson@gilacountvaz.gov <b>Phone:</b> 928-402-4213 <b>Fax:</b> 928-425-5679 <b>Cell:</b> 928-402-4213	
<b>Contract Number (State, WSCA, GSA, Other)</b>		<b>ADSP013-036614</b>	<b>Salesperson:</b> Larry Fitchett	<b>Qto #:</b>	<b>BD 04-30-2015Z</b>

ITEM	DESCRIPTION	MAN	MODEL	PRICE	QTY	EXTENDED
1	Globe Dispatch					
2	Desktop with Windows 7 (CPU) C-Soft installed. And	Telex	F.01U 290 343	\$ 2,161.86	1	\$ 2,161.86
3	Mouse & Keyboard. (DOES NOT INCLUDE SPEAKERS)			\$ -		\$ -
4	C-Soft 24 line SOFTWARE USB	Telex	F.01U 117 303	\$ 4,354.74	1	\$ 4,354.74
5	19" LCD monitor, NON-Touchscreen	Telex	F.01U 117 881	\$ 301.43	1	\$ 301.43
6	ADHB-1, ADVANCED HEADSET	Telex	F.01U 149 779	\$ 2,066.03	1	\$ 2,066.03
7	RHB-1, REMOTE HEADSET BOX	Telex	F.01U 149 765	\$ 259.23	1	\$ 259.23
8	Desk Top Gooseneck Microphone kit	Telex	F.01U 138 537	\$ 393.57	1	\$ 393.57
9	Footswitch DPDT FS-1	Telex	F.01U 117 308	\$ 126.60	1	\$ 126.60
10	Dispatch Speakers	Telex	F.01U 155 248	\$ 55.55	1	\$ 55.55
11	Dispatcher Headset	Telex	F.01U 117 424	\$ 496.06	2	\$ 992.12
12				\$ -		\$ -
13				\$ -		\$ -

*Notes:*  
Equipment can be purchased via Arizona State Contract under existing guidelines

<b>Hardware Total</b>	\$	10,711.13
<b>TAX %</b>	8.05	\$ 862.25
<b>Freight</b>	\$	-
<b>Mobilization</b>	\$	321.33
<b>Labor</b>	\$	1,928.00

**Project Total: \$ 13,822.71**

Please FAX ALL pages back to Durham Communications to indicate your acceptance.

*[Signature]*  
Customer Signature: **DON E. McDaniel, Jr.**  
**COUNTY MANAGER**

*5/13/15*  
Date: **5/13/15** PO Number

**TERMS AND CONDITIONS**  
All prices are expressed in US Dollars and are payable in US Dollars. Payment terms are Net 30 days. All prices are F.O.B. Mesa, AZ. Customer will be billed for shipping and insurance costs. All quotations are valid for 30 days from quotation date unless otherwise contracted. In the event that DCI retains the services of an attorney to collect any amounts due hereunder, the "CUSTOMER" will pay all charges for any effort to collect including, but not limited to, attorney's FEES, court FEES and agency FEES. Project billing subject to incremental billings of 50% Notice to Proceed, 30% Equipment Delivery to DCI, 10% Installation Labor Completed, 10% Acceptance unless otherwise contracted.

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  
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Jeff Hassenius, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 041615-3**

**REMODEL OF DOOR FRAME**

**GLOBE CONSTABLE OFFICE**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and La Casa Bella Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 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 041615-3** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 041615-3** 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 041615-3**, 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 from May 05, 2015 to July 31, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$5,486.14 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. 041615-3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

LA CASA BELLA BUILDERS, LLC

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 5/13/15

Shane Fletcher  
\_\_\_\_\_  
Print Name

**La Casa Bella Builders, LLC**

401 N. Broad St.  
Globe, AZ 85501

**Proposal**

Proposal Date: 4/25/2015

Proposal #: 1500

Project:

**Bill To:**

Gila County Courthouse  
1400 E. Ash St.  
Globe, AZ 85501

Description	Est. Hours/Qty.	U/M	Rate	Total
Quote # 041615-3	1		5,468.14	5,468.14
<p>Location: Globe Constable Office 1400 East Ash Street Globe, AZ 85501</p> <p>Scope of Work and Specifications: Install existing door and frame owner is providing into an existing wall to provide access to adjacent office. Repair drywall damage throughout. Cover an existing masonry wall with 1/4" drywall. Move and replace conflicting mill work. Paint all walls to match. Replace flooring with Mannington/Work Place LVP/American Cherry/4'x36' Planking and 4' Johnsonite Traditional wall base Color 047 Brown.</p>				
Thanks for this opportunity to serve you.			<b>Total</b>	<b>\$5,468.14</b>

Phone:	Fax:	E-mail	Web Site
928-425-2450	928-425-6249	lacasabellabuilders@yahoo.com	www.LCBBuilders.com

REQUEST FOR QUOTE NO. 041615-3  
GILA COUNTY



GLOBE CONSTABLE OFFICE REMODEL OF DOOR FRAME

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of a contractor to install existing door and frame.

Location: Globe Constable Office  
1400 East Ash Street  
Globe, AZ 85501

Scope of Work and Specifications:

- Install existing door and frame owner is providing into an existing wall to provide access to adjacent office.
- Repair drywall damage throughout.
- Cover an existing masonry wall with ½" drywall.
- Move and replace conflicting mill work.
- Paint all walls to match.
- Replace flooring with Mannington/Work Place LVP/American Cherry/4'x36' Planking and 4' Johnsonite Traditional wall base Color 047 Brown.

**MANDATORY SITE VISIT REQUIRED**

TO SCHEDULE SITE VISIT CONTACT:  
BOB HICKMAN 928-200-1643  
MARK WARDEN 928-200-1639.

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on, Thursday April 30, 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: LCB Builders  
Contractor Address: 401 N. Broad St  
Contractor Phone #: 928-425-2450 Email Address: lacasabellabuilders@yahoo.com  
Contractor Signature: Shane Fletcher

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 3229.85 (TAXES INCLUDED)

MATERIAL COST \$ 2238.29 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

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. 041615-4**  
**INSTALL CEILING GRID AND TILES**  
**JUSTICE COURT WAITING AREA**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of May, 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 041615-4** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 041615-4** 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 041615-4**, 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 from May 05, 2015 to July 31, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$3,487.52 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. 041615-4 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

LA CASA BELLA BUILDERS

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

  
\_\_\_\_\_  
Signature

Date: 5/13/15

Shane Fletcher  
\_\_\_\_\_  
Print Name



**La Casa Bella Builders, LLC**

401 N. Broad St.  
Globe, AZ 85501

# Proposal

**Proposal Date:** 4/25/2015

**Proposal #:** 1501

**Project:**

**Bill To:**

Gila County Courthouse  
1400 E. Ash St.  
Globe, AZ 85501

Description	Est. Hours/Qty.	U/M	Rate	Total
Quote # 041615-4	1		3,487.52	3,487.52
<p>Location: Globe Justice Court 1400 East Ash Street Globe, AZ 85501</p> <p>Scope of Work and Specifications: Install new ceiling grid and tile in Globe Justice Court 1st floor waiting area Approximately 16'x34' with 8" ceiling height. Will require hanging wires for 6 light fixtures. Old ceiling has been removed and was approximately 4' below the second floor decking and trusses.</p> <p>Specified materials or approved equivalent: Tiles: Armstrong Cortega Second Look II 15/16" Angled Tegular Item No. 2767 Suspension Systems: Armstrong Prelude XL 15/16" Exposed Tee System with 7/8" Hemmed angle wall molding in Standard finish color White (WH).</p>				

Thanks for this opportunity to serve you.

**Total**

**\$3,487.52**

Phone:	Fax:	E-mail	Web Site
928-425-2450	928-425-6249	lacasabellabuilders@yahoo.com	www.LCBBuilders.com

REQUEST FOR QUOTE NO. 041615-4  
GILA COUNTY



JUSTICE COURT WAITING AREA CEILING

QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL  
BE CONSIDERED NON-RESPONSIVE

JOB/PROJECT DESCRIPTION

Project consists of a Contractor to new ceiling grid and tile in Globe Justice Court Waiting Area.

Location: Globe Justice Court  
1400 East Ash Street  
Globe, AZ 85501

Scope of Work and Specifications:

- Install new ceiling grid and tile in Globe Justice Court 1<sup>st</sup> floor waiting area
- Approximately 16'x34' with 8" ceiling height.
- Will require hanging wires for 6 light fixtures.
- Old ceiling has been removed and was approximately 4' below the second floor decking and trusses.

Specified materials or approved equivalent:

- Tiles: Armstrong Cortega Second Look II 15/16" Angled Tegular Item No. 2767
- Suspension Systems: Armstrong Prelude XL 15/16" Exposed Tee System with 7/8" Hemmed angle wall molding in Standard finish color White (WH).

CONTACT BOB HICKMAN AT 928-200-1643 WITH QUESTIONS.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, Thursday April 30, 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: LCB Builders

Contractor Address: 401 N. Broad St

Contractor Phone #: 928-425-2450 Email Address: lacasabella.builders@yahoo.com

Contractor Signature: Shane Peltz

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ 1400.<sup>S.F.</sup><sup>00</sup> (TAXES INCLUDED)

MATERIAL COST \$ 2087.52 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

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. 041615-2**  
**INSTALL FLOORING -WAITING AREA**  
**GLOBE JUSTICE COURT**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Kino Floors & Interiors, 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 041615-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 041615-2** 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 041615-2**, 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 "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 from May 05, 2015 to July 31, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,112.14 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. 041615-2 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: 5/13/15

KINO FLOORS & INTERIORS, LLC

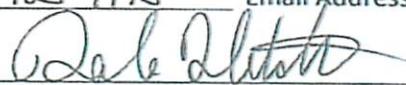
  
\_\_\_\_\_  
Signature

DALE FLETCHER  
\_\_\_\_\_  
Print Name

CONTACT BOB HICKMAN AT 928-200-1643 WITH QUESTIONS.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on , Thursday April 30, 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: <u>KINO Floor's</u>	
Contractor Address: <u>401 N. BROAD ST Globe AZ</u>	
Contractor Phone #: <u>928 425 9443</u>	Email Address: <u>KINO FLOORS@COWESTOFFICE.NET</u>
Contractor Signature: <u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>990.00</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>3122.14</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

**KINO FLOORS & INTERIORS, LLC.**

401 North Broad Street  
 GLOBE, ARIZONA 85501  
 425-9443  
 Fax 425-6249

**JOB 008279  
 INVOICE**

Gilda Conway / Justice Court  
 1900 ASH ST  
 CHOCOLA AZ  
 200 1613

SOLD BY: Dale  
 DATE OF ORDER: 4/2/15  
 SCHEDULED INSTALL DATE: / /  
 SOUGHT COMPLETION: / /  
 CASH:      CHARGE:      OTHER:

JOB LOCATION: QUOTE # 0414152  
 CONTRACTOR: Bob Hickman

ROOM	MFR/DISTR	STYLE NO	PRODUCT NAME	COLOR NO	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ YD FT	PRICE PER SQ YD FT	AMOUNT
1	ASPECTA	Five	LVT 18X18				16	34	567	420	2664 90
2	WASHED CONCRETE		Pattern	5968106							
4	Base Johnsonite	4 in w/ toe	99 Brown						100		99 00
7	Supplies										120 00

TRIM:  YES  NO  
 TURNERS:  YES  NO  
 APPLIANCES:  YES  NO  
 PREP: Prep floor as needed

SUB-TOTAL 2874 90  
 LABOR 990 00  
 SALES TAX 247 24  
**TOTAL 4112 14**  
 DEPOSIT  
 BALANCE DUE

**CUSTOMER READ BEFORE SIGNING** Buyer understands that there may be a color variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, joints or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF \_\_\_\_\_% (\_\_\_\_\_% PER ANNUM) will be charged to accounts past \_\_\_\_\_ days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the same are collected by or through an attorney.

**PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.**  
 BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS.      \$      DATE / /

DATE COMPLETED: / /  
 PAID BY: TUL  
**Thank You!**

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R  
I  
N  
G**

DUPLICATE

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. 042115**  
**WATER HEATER REPLACEMENT**  
**PAYSON SHERIFF'S OFFICE JAIL**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Charlie Hall's Wrangler Plumbing & Plumbing, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 042115** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042115** 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 042115**, 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 \$4,516.65 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

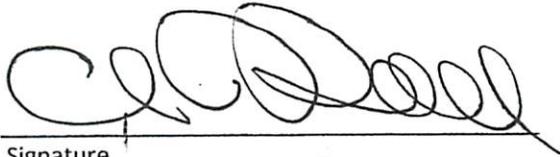
**IN WITNESS WHEREOF**, Service Agreement No. 042115 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 5/13/15

CHARLIE HALL'S WRANGLER PLUMBING & PUMPING

  
\_\_\_\_\_  
Signature

Charles Hall  
\_\_\_\_\_  
Print Name

**CHARLIE HALL'S WRANGLER PLUMBING & PUMPING**  
P.O. Box 595 Payson, Arizona 85547 "SERVING PAYSON SINCE 1978"  
(928)474-4032 \*LICENSED-BONDED-INSURED\*  
(928)476-3737 LICENSE ROC180429  
(928)474-1165 Fax  
wranglerplumbing@hotmail.com

\*\*\*\*\*  
**PROPOSAL DATE**  
**OCTOBER 2, 2014**

\*\*\*\*\*  
**GILA COUNTY SHERIFFS OFFICE**  
**PAYSON, AZ 85541**  
**CONTACT PERSON: DAVID BUFFINGTON 928-970-1640**  
**dbuffington@gilacountyaz.gov**

\*\*\*\*\*  
**SPECIAL NOTE: We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following:**

**TO INSTALL NEW STATE 100 GALLON 199,000 BTU COMMERCIAL PROPANE WATER HEATER.**

**THIS PRICE INCLUDES DISPOSAL OF THE OLD WATER HEATER.**

**PRICE: \$4,481.65**

**ADD \$35.00 TO THE ABOVE PRICE TO REPLACE THE EXISTING GATE VALVE SHUT OFF VALVE WITH A FULL PORT BALL VALVE SHUT OFF VALVE.**

**ALL fees and permits to be furnished by the homeowner.**

**All material is guaranteed to be as specified, and the above work will be performed in accordance with the specifications submitted for the above work and completed in a substantial workman like manner.**

**If hard rock is encountered this estimate becomes null and and contract negotiations will be required to resume work.**

**Payment to be made at completion of job.**

**Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.**

Respectfully Submitted,  
CHARLES HALL



Charles S. Hall, Owner

**\*\* Note: This proposal may be withdrawn by Charlie Hall's Wrangler Plumbing & Pumping if not accepted within thirty (30) days of proposal date.**

**ACCEPTANCE OF PROPOSAL**

**The above prices, specifications and conditions are satisfactory and are hereby accepted. Charlie Hall's Wrangler Plumbing & Pumping is authorized to do the work as specified. Payment will be made as outlined above.**

  
Accepted by Don E. McDANIEL, JR.  
COUNTY MANAGER

5/13/15  
Date

will be subject to the terms and conditions of the contract.

The contractor shall be responsible for the design, construction and maintenance of the works, and the contractor shall be responsible for the safety of the works and the safety of the public.

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Charles J. Hall, Owner

The contractor shall be responsible for the design, construction and maintenance of the works, and the contractor shall be responsible for the safety of the works and the safety of the public.

ACCEPTANCE OF WORK

The contractor shall be responsible for the design, construction and maintenance of the works, and the contractor shall be responsible for the safety of the works and the safety of the public.


Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
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**GILA COUNTY**  
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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. 042315**  
**PURGE WELL WATER FOR ADEQ TESTING**  
**RUSSELL GULCH LANDFILL**

**THIS AGREEMENT**, made and entered into this 13<sup>th</sup> day of May, 2015, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Yellow Jacket Drilling Services, of the City of Gilbert, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Gila County Recycling and Landfill Manager** or designee.

The Contractor will allow the County's Consultant (Atwell, LLC) to obtain periodic samples for field testing to verify all environmental standards are maintained.

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 042315** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 042315** 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 042315**, 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 May 23, 2015.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,425.00 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.

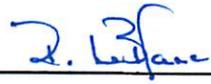
**IN WITNESS WHEREOF**, Service Agreement No. 042315 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 5/13/15

**YELLOW JACKET DRILLING SERVICES**

  
\_\_\_\_\_  
Signature

Richard LeBlanc  
\_\_\_\_\_  
Print Name



**YELLOW JACKET**  
DRILLING SERVICES

INVOICE

DATE: 11/24/2014  
INVOICE #: YJD14398AZ  
YJD JOB NUMBER: 14-1112AZ

PO Box 601  
Gilbert, AZ 85299-0601  
602-453-3252 (F)  
602-453-3253 (F)  
www.yjdrilling.com

Bill To: Gila County Solid Waste  
1400 Ash Street  
Globe, AZ 85501

Project Name: Gila County Landfill  
Project Address: 5977 E. Landfill Lane  
Project City & State: Russell Gutch Security Gate  
Client Contact: Richard Petrus-Atwell, LLC  
Client Phone #: 480-220-2888

YJD PROJECT MANAGER	CONTRACT NUMBER	INVOICE PERIOD	P.O. NUMBER	TERMS	Pro Forma Number
Jake Lagana		11-18 to 11-21-14		NTE 120	

ORIGINAL CONTRACT AND CHANGE ORDER AMOUNTS		THIS APPLICATION		TOTAL WORK COMPLETED	
ORIGINAL CONTRACT AMOUNT	\$ 2,055.00	\$ 2,425.00	\$	2,425.00	
<b>EXTENDED CHANGE ORDERS</b>					
1					
2					
3					
4					
5					
6					
7					
REVISED CONTRACT	\$ 2,055.00				
		LESS PREVIOUS APPLICATIONS	\$	-	
		SUBTOTAL	\$	2,425.00	
		SALES TAX	\$	-	
		CURRENT AMOUNT DUE	\$	2,425.00	

Please remit to: Yellow Jacket Drilling Services, PO Box 601, Gilbert, AZ 85299-0601

INVOICE BREAKDOWN

PAGE TWO

PERIOD: 11-83 to 11-21-14  
 PROJECT NUMBER: 54-1112AZ  
 PROJECT NAME: Gas County Leases

A ITEM NO.	B DESCRIPTION OF WORK	C SD CITY	D UNITS	E UNIT COSTS	F CONTRACT AMOUNT	G PREVIOUS BILLING PERIOD			H THIS PERIOD R# #1			I WORK COMPLETED THIS PERIOD R# #2			J THIS PERIOD R# #3	K TOTAL WORK COMPLETED THIS PERIOD	L TOTAL WORK COMPLETED TO DATE (0=K)	M % COMPLETED (L7)	N BALANCE OF CONTRACT (P-L)
1	Prep time	1	LS	350.00	350.00				350.00						350.00	100%			
2	Travel Cost and Mileage	170	MI	3.50	595.00				595.00						595.00	100%			
3	Well Paving and Stamping	6	SR	165.00	990.00				990.00						990.00	100%			
4					1,110.00				1,110.00						1,110.00	100%			
5																			
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31																			
32																			
33																			
34																			
35																			
					TOTAL	2,055.00			2,055.00					2,055.00	110%	870.00			

SUBCONTRACTOR: Yellow Jacket Drilling  
 PO Box 691  
 Ombert, AZ 85268-0691

TOTAL WORK COMPLETED \$ 2,055.00  
 LESS PREVIOUS RESUBS \$  
 SUBTOTAL \$ 2,055.00  
 SALES TAX \$  
 CURRENT AMOUNT DUE \$ 2,055.00



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 031313**

The following amendments are hereby incorporated into the contract documents for the below stated project:

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**SERVICE AGREEMENT NO. 031313  
TIRE REPAIR-ROADS-PAYSON**

**TIM'S TIRE, LLC**

Effective May 1, 2013, Gila County and Tim's Tire, LLC entered into a contract whereby Tim's Tire, LLC agreed to provide tire repair service for Consolidated Roads, in Payson, Arizona.

The contract expires on April 30, 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.

**Amendment No. 1 to Service Agreement 031313** will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from May 1, 2015 to April 30, 2016.

**Amendment No. 1 to Service Agreement 031313** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 1, 2015 to April 30, 2016, with a not to exceed contract amount of Five Thousand dollars and no/100's (\$5,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the May 1, 2015 to April 30, 2016 term of the contract.

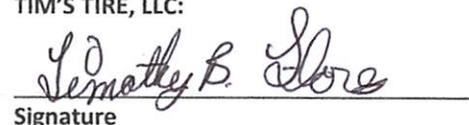
**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13 day of MAY, 2015.

GILA COUNTY:

  
Don E. McDaniel Jr., County Manager

Date: 5/13/15

TIM'S TIRE, LLC:

  
Signature

Timothy B. Flores  
Print Name

ARRANGEMENTS FOR THE SERVICE AGREEMENT WITH THE COUNTY

The following arrangements have been agreed upon between the County and the Service Provider for the below stated period:



SERVICE AGREEMENT NO. 03-113  
TIRE REPAIR SERVICE

THIS AGREEMENT

is made this 1st day of March, 2011, between the County of Perry, Alabama, and the Service Provider, for the purpose of providing tire repair services on County-owned vehicles in Perry County, Alabama.

The Service Provider shall provide the following services to the County for the term of this Agreement:

1. The Service Provider shall provide tire repair services on County-owned vehicles in Perry County, Alabama, for the term of this Agreement.

2. The Service Provider shall provide tire repair services on County-owned vehicles in Perry County, Alabama, for the term of this Agreement, at a rate of \$100.00 per tire per hour, plus a 10% service charge. The Service Provider shall also provide tire repair services on County-owned vehicles in Perry County, Alabama, for the term of this Agreement, at a rate of \$100.00 per tire per hour, plus a 10% service charge, for the term of this Agreement.

3. The Service Provider shall provide tire repair services on County-owned vehicles in Perry County, Alabama, for the term of this Agreement, at a rate of \$100.00 per tire per hour, plus a 10% service charge, for the term of this Agreement.

4. The Service Provider shall provide tire repair services on County-owned vehicles in Perry County, Alabama, for the term of this Agreement, at a rate of \$100.00 per tire per hour, plus a 10% service charge, for the term of this Agreement.

THIS AGREEMENT

IS MADE

Signature lines for both parties, including the County and the Service Provider, with corresponding dates and titles.

**ARF-3207**

**Executive Session Item 8. A.**

**Regular BOS Meeting**

Meeting Date: 06/09/2015

Submitted For: Bryan Chambers, Deputy County Attorney/Civil Bureau Chief

Submitted By: Bryan Chambers, Deputy County Attorney/Civil Bureau Chief, County Attorney

Department: County Attorney

Fiscal Year: 2015                      Budgeted?: No

Contract Dates N/A                      Grant?: No

Begin & End:

Matching No                      Fund?: New

Requirement?:

Information

Request/Subject

Consideration of *Strawberry Ridge Estates LLC. v. Gila County*, 1 CA-TX-14-0004.

Background Information

On May 26, 2015, the Arizona Court of Appeals filed an opinion reversing a prior ruling of the Arizona Tax Court. The reversal reinstates the tax appeal of Strawberry Ridge Estates v. Gila County.

Evaluation

Due to the Court's reversal which reinstated Strawberry Ridge Estate's tax appeal, the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Conclusion

Due to the Court's reversal which reinstated Strawberry Ridge Estate's tax appeal, the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Recommendation

The County Attorney's Office recommends that the Board should vote to go into executive session to receive legal advice from its attorney, consider its position in the lawsuit, and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4).

Suggested Motion

Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding the lawsuit of Strawberry Ridge Estates LLC v. Gila County, 1 CA-TX-14-0004; consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after adjourning from executive session, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session. **(Bryan Chambers)**

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Attachments

*No file(s) attached.*

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