

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 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). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the December 15th Regular Meeting agenda by no later than 5 p.m. on Monday, December 14th, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

**REGULAR MEETING - TUESDAY, DECEMBER 15, 2020 - 10:00
A.M.
REVISED**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of information on the 2020 Census and upcoming activities of the U.S. Census Bureau in 2021. **(Tammy Parise)**
 - B. Presentation regarding Gila County financial data as of October 31, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**
3. **PUBLIC HEARINGS:**

- A. Information/Discussion/Action to obtain public comment to determine if the public interest will be served by the Town of Star Valley's deannexation of the certain public right-of-way located in Star Valley and its return to Gila County, and consider adopting Ordinance No. 2020-04 for said annexation of the certain public right-of-way by Gila County. **(Timothy Grier/Steve Sanders)**

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to authorize the cancellation of an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control which includes sending the required 30-day cancellation notification to the Town of Star Valley. **(Michael O'Driscoll)**
- B. Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS18-188825) between Gila County and the Arizona Department of Health Services to extend the contract to December 31, 2021, and change the contact information in the Scope of Work for the continued provision of HIV Prevention Program services. **(Michael O'Driscoll)**
- C. Information/Discussion/Action to approve an Intergovernmental Agreement (DPS Contract No. 2020-084) between the State of Arizona Department of Public Safety and the Gila County Sheriff's Office to be reimbursed 75% of the salary for one certified deputy to work with the Gang and Immigration Intelligence Team Enforcement Mission State Task Force for a performance period beginning July 1, 2020, through June 30, 2021, with annual renewal on July 1st for a period not to exceed five years. **(Sarah White)**

- D. Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between the Phoenix Police Department and the Gila County Sheriff's Office (GCSO) whereby the GCSO, acting as an Affiliate Agency, will assist the Arizona Internet Crimes Against Children Task Force for a period of three years after the IGA becomes effective. **(Travis Baxley)**
- E. Information/Discussion/Action to review all bids submitted regarding Informal Bid Request No. 1014029IBR-*Gila County Roads Striping*; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract in a not to exceed the amount of \$85,945.41 for the period December 15, 2020, to December 14, 2021. **(Steve Sanders)**
- F. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 112920-*Replacement of Six (6) Sheriff's Office Patrol Vehicles*. **(Steve Sanders)**
- G. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 113020-*Replacement of One (1) Sheriff's Office CJEF (Criminal Justice Enhancement Fund) Vehicle*. **(Steve Sanders)**
- H. Information/Discussion/Action to approve Purchase Order No. 2021-00000340 in the amount of \$50,000 whereby the Community Services Department-Community Action Program, acting as a pass-through agency, will disburse the remaining \$210,000 received from Arizona Department of Economic Security Special Funds to Gila County, Inc. which will be used for the Gila House Affordable Housing Project. **(Malissa Buzan)**

I. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**

Information/Discussion/Action to authorize joining the Consortium of Partners Procuring Electronic Resources (COPPER), and authorize the Chairman's signature on the COPPER membership agreement. **(Jacque Sanders)(Motion to adjourn as the Gila County Library Board of Directors and reconvene as the Gila County Board of Supervisors.)**

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. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-07-006 to Corey Lee Busboom.
- B. Approval of the Board of Supervisors' December 1, 2020, meeting minutes.
- C. Approval of the Human Resources Department monthly activity reports for November 2020.
- D. Approval of finance reports/demands/transfers for the reporting period of November 1, 2020, through November 30, 2020.
- E. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of November.

6. **CALL TO THE PUBLIC:** A 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 information presented.

8. **WORK SESSION ITEMS:**
 - A. Information/Discussion regarding issues and legislative activity that will affect Gila County and the benefits of having a dedicated lobbyist. **(James Menlove/James Candland)**

9. **EXECUTIVE SESSION ITEMS:**
 - A. Information/Discussion to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to seek legal advice regarding the filling of the office of District 1 Supervisor. **(James Menlove)**

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-6373

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Presentation of Census 2020 Information

Background Information

Tammy Parise, U.S. Census Bureau Partnership Specialist-Arizona, has reached out to Gila County requesting to provide the Board of Supervisors and the public with a recap of the 2020 Census and to present a Thank You certificate to the Board for the County's efforts in encouraging residents to self-respond to the Census. Ms. Parise is one of the U.S. Census Bureau employees who is carrying out the Census 2020 Thank You Campaign in Arizona. She will also be attending city/town meetings.

Evaluation

N/A

Conclusion

It would be beneficial to receive information from Ms. Parise on the 2020 Census and to learn about upcoming activities planned in 2021 by the U.S. Census Bureau.

Recommendation

N/A

Suggested Motion

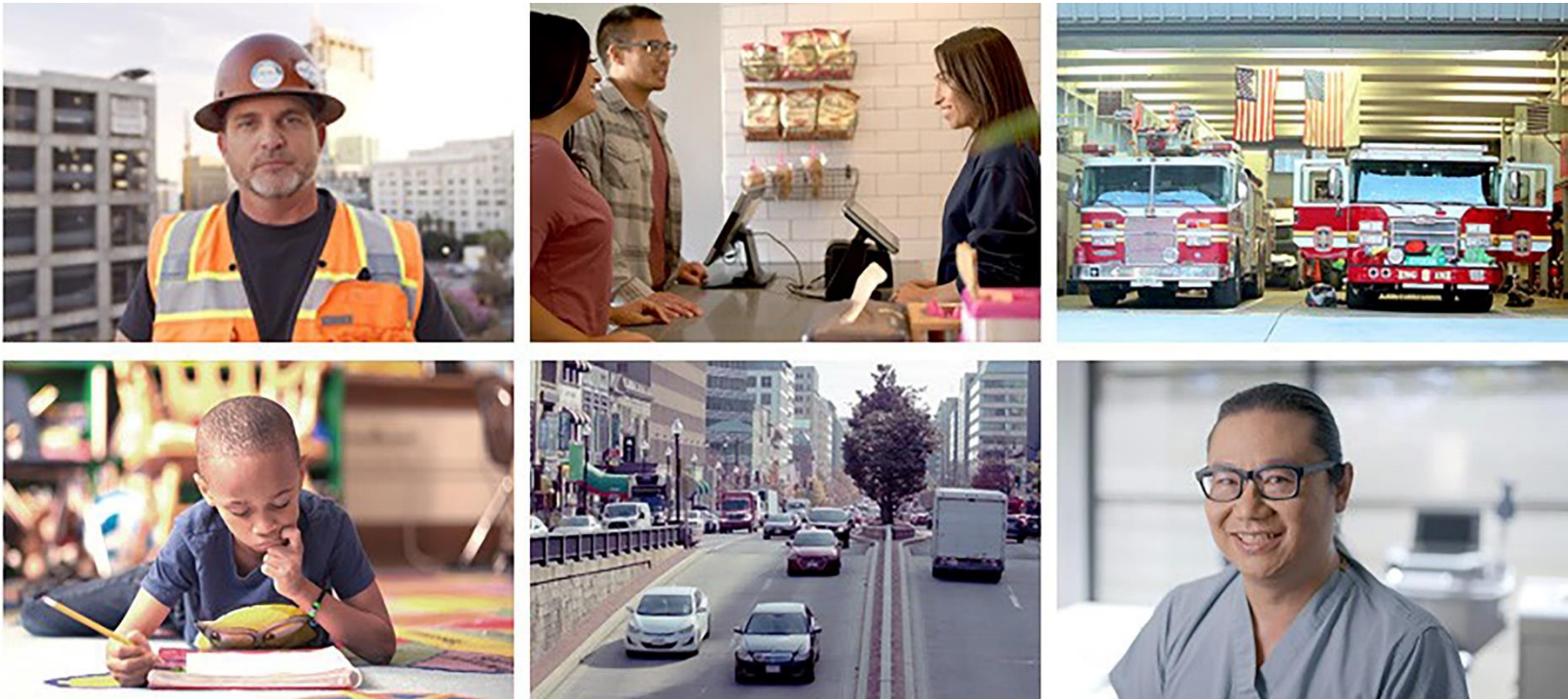
Presentation of information on the 2020 Census and upcoming activities of the U.S. Census Bureau in 2021. **(Tammy Parise)**

Attachments

U.S. Census Bureau Slide Presentation 12-15-20



Thank You



Presented By Tammy Parise, Partnership Specialist, USCB
Gila County AZ Board of Supervisors Meeting
December 15, 2020, 10am
Globe, AZ

Agenda

- Introductions
- 2020 Census National Recap
- 2020 Census Regional Recap
- What's Next in 2021
- U.S. Census Bureau Data Services



2020 Census: Measuring Response Rates

Response Rates

- National Self-Response Rate: 67%
- Projected Self-Response Rate: 65.6%
- Response Rate in 2010: 66.5%

First Nationwide Census Available Online

- No down time
- No data breaches
- Average Response Time: 9 minutes

How did people respond?

- Internet (easiest and preferred): 79.86%
- Mail: 18.3%
- Phone: 1.85%

Nonresponse Followup (NRFU)

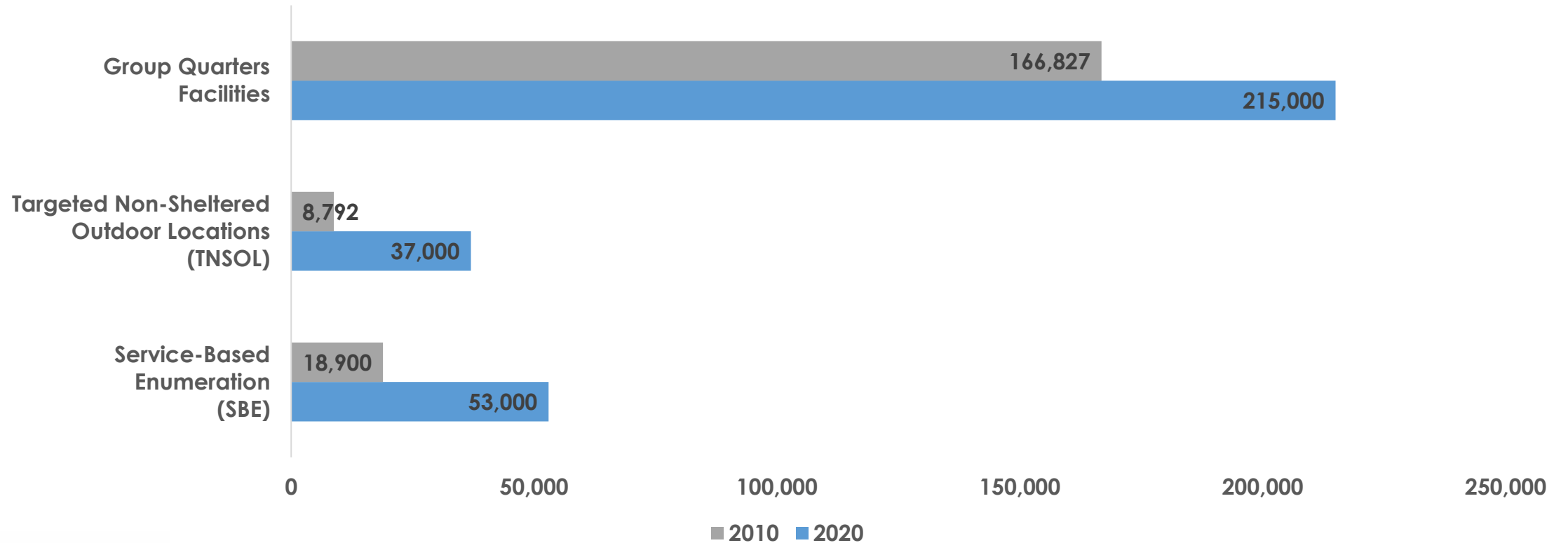


NRFU Workload: 33% of U.S. Households

- **2020:** 64 million addresses counted in a 68-day period
- **2010:** 47.2 million addresses counted in a 69-day period
- As of October 16, 24.1% Proxy (23.8% in 2010)
- Use of Administrative Records: 13.9% (22.5% projected)

2020 Census National Recap

Special Operations



2020 Census Recap

Denver Region/Dallas RCC

Partnership Specialists: 313

Includes Tribal and Media (pivoted from in-person to virtual)

Enumerators: 48,439

Technology enabled higher productivity

Area Census Offices (ACOs): 50

- Adapted to wildfires, social unrest, hurricanes, and a pandemic
- PPE ordered and distributed

Partners: 67,619

Complete Count Committees (CCCs): 1,261

Includes 11 State CCCs

State Self-Response Rates

State	Response Rate	U.S. Ranking
Nebraska	71.9%	4
Utah	71.0%	10
Colorado	70.0%	14
Kansas	69.8%	15
South Dakota	67.5%	23
North Dakota	65.2%	29
Arizona	64.1%	32
Texas	62.8%	39
Wyoming	61.1%	40
Oklahoma	61.0%	41
Montana	60.4%	45
New Mexico	58.7%	48
National	67%	



Gila County 2020 Self-Response

Arizona
Self-Response
64.1%

Gila
Self-Response
42.4%



2010: 43.6%

Cities/Towns 2020 Self-Response

City/Town	2020
Payson	64.7
Globe	56.3
Star Valley	48.3
Miami	38.1
Winkelman	30.1
Hayden	24.5



What's Next in 2021

State Populations Counts

Projected release: December 31, 2020 (as close to the statutory dates as possible)

Redistricting Counts

Available 2021 (TBD)

Post Enumeration Survey (PES)

- Measures the quality of the 2020 Census and produces the undercount and overcount
- End of data collection October 2021
- Projected release (TBD)

Ongoing Monthly Surveys

- American Community Survey (ACS) release: December 10, 2020
- Field Representative/Interviewer positions regionwide

What's Next in 2021

Household Surveys



Top Five Household Surveys

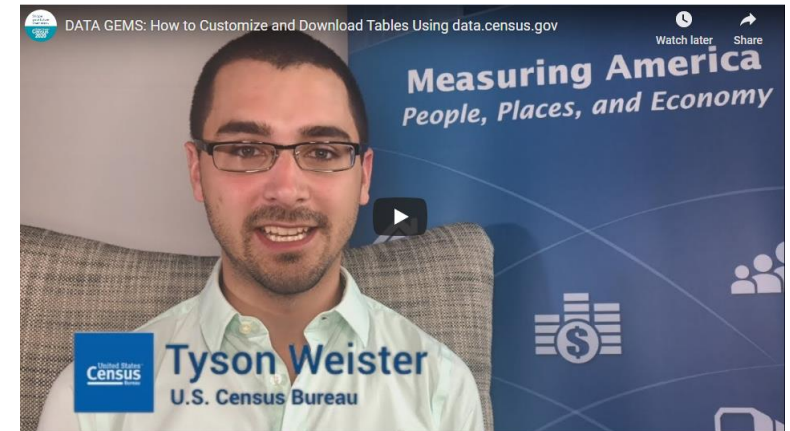
- Household Pulse Survey
- American Community Survey (ACS)
- Current Population Survey (CPS)
- National Crime Victimization Survey (NCVS)
- National Health Interview Survey (NHIS)

Data Services

Data Dissemination Program

The Census Bureau's Data Dissemination Specialists are a core team of data experts and trainers who work directly with our customers, training them on how to access their data and learning more about their needs.

To request training, please email:
census.askdata@census.gov



data.census.gov



Data Tools

Thank You for Supporting the 2020 Census

Your participation during the 2020 Census was monumental. It was trusted voices like yours that helped shape the future of our community for the next 10 years. Without your efforts this would not have been possible.





THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

Gila County, Arizona

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.

A handwritten signature in black ink, reading "Steven D. Dillingham".

Dr. Steven D. Dillingham, Director
U.S. Census Bureau



ARF-6358

Presentation 2. B.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Information

Request/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Background Information

At the request of Chairman Cline and the other members of the Gila County Board of Supervisors, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2021 Fiscal Year Budget. This report contains General Fund fiscal data as of September 30, 2020.

Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts. We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons.

In addition, at the request of Chairman Cline and Member Supervisors Humphrey and Martin, we maintain these reports for future inclusion in the FY 2022 Budget Book.

Evaluation

Monthly Review Process- Monthly the Budget Manager reviews the Countywide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to

ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

Ongoing Communication- This approach extends beyond monthly Budget Performance Report review and includes: contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

Conclusion

General Fund Revenue:

At the end of October 2020, Gila County's General Fund Revenues were at 38.9% of the annual budget compared to a 4-month target of 33%. In total, Fiscal Year 2021 year-to-date revenues are \$584,837.92 more than the same year-to-date revenues for the Fiscal Year 2020.

Top 5 Revenue line items experiencing an increase compared to the 2019 fiscal year at 10/31 are:

Property Taxes	\$803,403.33
Interest & Penalties on Delinquent Taxes	\$74,764.18
Auto Lieu Tax	\$167,279.51
County Excise Tax	\$150,642.70
Miscellaneous	\$100,165.85

Top 5 Revenue line items experiencing a decrease compared to the 2019 fiscal year at 10/31 are:

State Shared Sales Tax	(\$451,568.92)
Federal PILT	(\$91,788.00)
Charges for Services - Public Safety	(\$171,148.90)
Intergovernmental Agreements	(\$37,292.87)
State Grants	(\$33,507.19)

General Fund Expenditure:

General Fund Expenditures at 10/31/2020 are 31% of the budget and \$584,923.04 lower than 10/31/2019.

YTD Data aligns with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

The net impact of increased revenues and decreased expenses result in a year-to-date net increase to the bottom line of \$1,169,760.96

Recommendation

Presentation regarding Gila County financial data as of October 31, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Suggested Motion

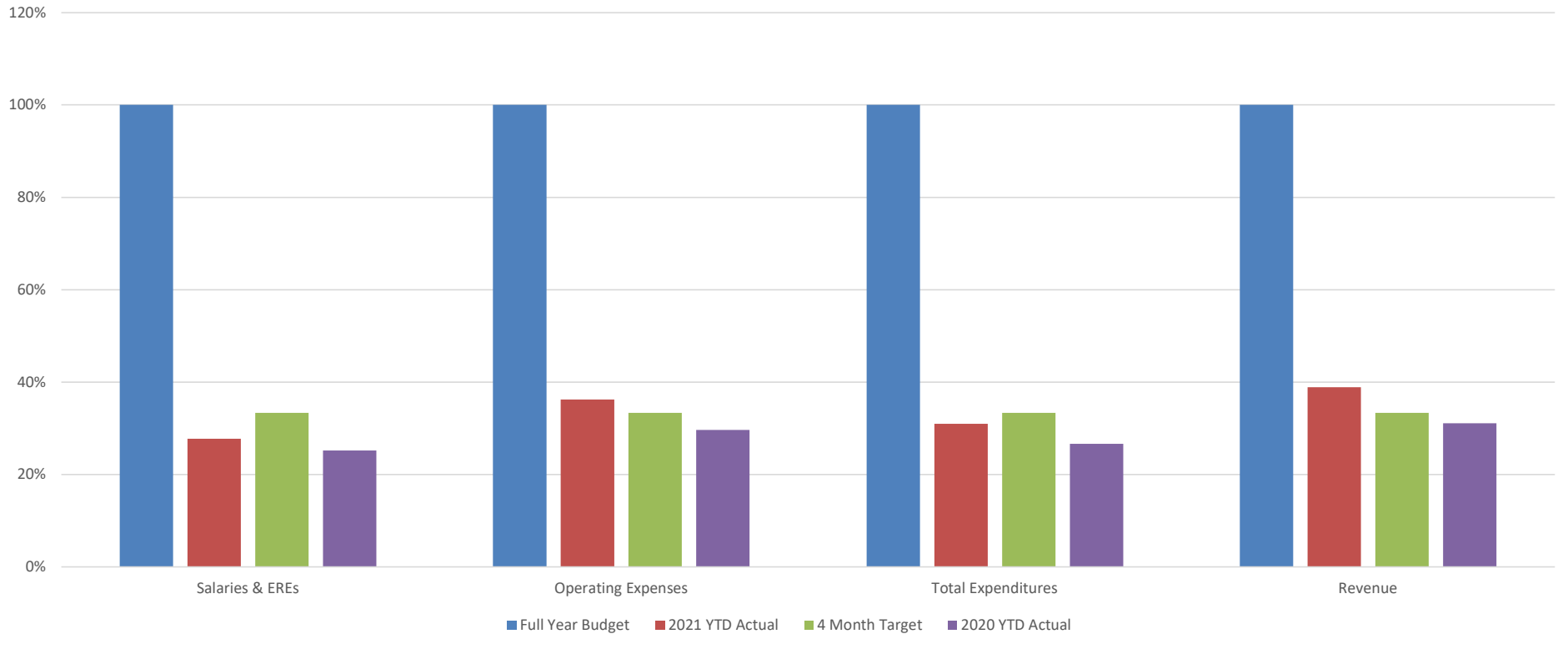
Presentation regarding Gila County financial data as of October 31, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**

Attachments

4 months YTD Bar Graph

4 months YTD Narrative

2021 Fiscal Year to Date
Expenses & Revenues vs Budget
4 Months Ended
10-31-2020





Gila County

Finance Department

Mary Jane Springer, Finance Director

mspringer@gilacountyaz.gov

928-402-8516

October 31, 2020 Summary

General Fund Revenue:

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General Fund Expenditure:

General Fund Expenditures at 10/31/2020 are 31% of the budget and \$584,923.04 lower than 10/31/2019.

YTD Data aligns with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Net Impact:

The net impact of increased revenues and decreased expenses result in a year-to-date net increase to the bottom line of \$1,169,760.96

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Adoption of Ordinance No. 2020-04 to annex the certain public right-of-way being deannexed by the Town of Star Valley.

Background Information

On October 21, 2020, Timothy Grier, Town of Star Valley Manager/Attorney, submitted a certified letter to the Chairman of the Gila County Board of Supervisors requesting to deannex the certain public right-of-way (an approximate 2.7 miles of State Highway 260 between Lion Springs Road and Preacher Canyon) located in the Town of Star Valley and return it to Gila County per A.R.S. § 9-471.03 (B). Accompanying the letter was the Town's Ordinance No. 0 20-05 as required by A.R.S. § 9-471.03 (C).

Per A.R.S. § 9-471.03 (D), on November 17, 2020, the Board of Supervisors set a public hearing for December 15, 2020, to determine if the public interest is served by the Town of Star Valley's deannexation of the certain public right-of-way and its return to the County.

Evaluation

At present, the Town of Star Valley is responsible for law enforcement on this portion of the highway, which begins at Lion Springs Road to Preacher Canyon on State Highway 260 in Star Valley. After obtaining public comment, should the Board of Supervisors determine that the public interest is served by the Town of Star Valley's deannexation of the certain public right-of-way and annexing by Gila County, it would take away the ambiguity that the Town of Star Valley has law enforcement responsibility for this portion of State Highway 260.

A.R.S. § 9-471.03 (D) states, "*The board of supervisors that intends to receive the territory or public right-of-way shall set a public hearing to determine if the public interest is served. The determination must include an analysis of the impacts of the requested*

deannexation. Steve Sanders, Public Works Department Director, has reviewed the paperwork to include a legal description of the certain public right-of-way. He has determined that the Town's proposed deannexation of the certain public right-of-way and its return to the County will not impact the County in any way. He will provide his analysis to the Board of Supervisors.

Notice of this public hearing was provided at least 15 days prior to this hearing in the Arizona Silver Belt newspaper, a newspaper of general circulation in the county seat, as required by A.R.S. § 11-251.05 (C) The notice was published on November 25, 2020. In addition, the notice was published in the Payson Roundup newspaper, the official newspaper of the County for FY 2020-2021, on November 24th and December 1st.

The Board needs to proceed with the public hearing set for this date and consider adopting Ordinance No. 2020-04.

Conclusion

The Board of Supervisors needs to conduct a public hearing to determine if the public interest is served by annexing the certain public right-of-way. If so, the Board needs to adopt Ordinance No. 2020-04 as statutorily required under A.R.S. § 9-471.03 (E).

Recommendation

It is recommended that the Board conduct the public hearing to determine if the public interest is served by the Town of Star Valley's deannexation of the certain public right-of-way and its return to Gila County, and consider adopting Ordinance No. 2020-04.

Suggested Motion

Information/Discussion/Action to obtain public comment to determine if the public interest will be served by the Town of Star Valley's deannexation of the certain public right-of-way located in Star Valley and its return to Gila County, and consider adopting Ordinance No. 2020-04 for said annexation of the certain public right-of-way by Gila County.

(Timothy Grier/Steve Sanders)

Attachments

Ordinance No. 2020-04

Town of Star Valley's Deannexation Request

Public Notice



ORDINANCE NO. 2020-04

**AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS
ORDERING THE ANNEXATION OF THE CERTAIN PUBLIC RIGHT-
OF-WAY BEING DEANNEXED BY THE TOWN OF STAR VALLEY.**

WHEREAS, Arizona Revised Statute (A.R.S.) § 9-471.03 states, "*Notwithstanding any other law, a public right-of-way that is partially located within a city or town and partially located within unincorporated area of a county may be deannexed and severed from the city or town and returned to the county;*" and,

WHEREAS, on October 21, 2020, the Town of Star Valley, Arizona, filed its Ordinance No. O 20-05 with the Chairman of the Gila County Board of Supervisors to begin the process of deannexing and returning the certain public right-of-way located within the Town of Star Valley to Gila County; and,

WHEREAS, the certain public right-of-way is located in Sections 24, 25 and 26, Township 11 North, Range 11 East of the Gila and Salt River Meridian, Gila County, Arizona, beginning 4.36 yards past Mile Marker 259 and ending 49.9 yards past Mile Marker 261 and as depicted in the Right-of-Way Deannexation Map attached hereto as Exhibit 1; and,

WHEREAS, on November 17, 2020 the Gila County Board of Supervisors set a public hearing to determine if the public interest would be served by accepting the return of the certain public right-of-way into Gila County; and,

WHEREAS, the Board of Supervisors has determined that all conditions of A.R.S. § 9-471.03 have been met by the Town of Star Valley; and,

WHEREAS, the Board of Supervisors has further determined that the public interest is served by receiving the certain public right-of-way;

NOW, THEREFORE, the Gila County Board of Supervisors does hereby order the annexation of the certain public right-of-way being deannexed by the Town of Star Valley.

PASSED AND ADOPTED this 15th day of December 2020, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Woody Cline, Chairman

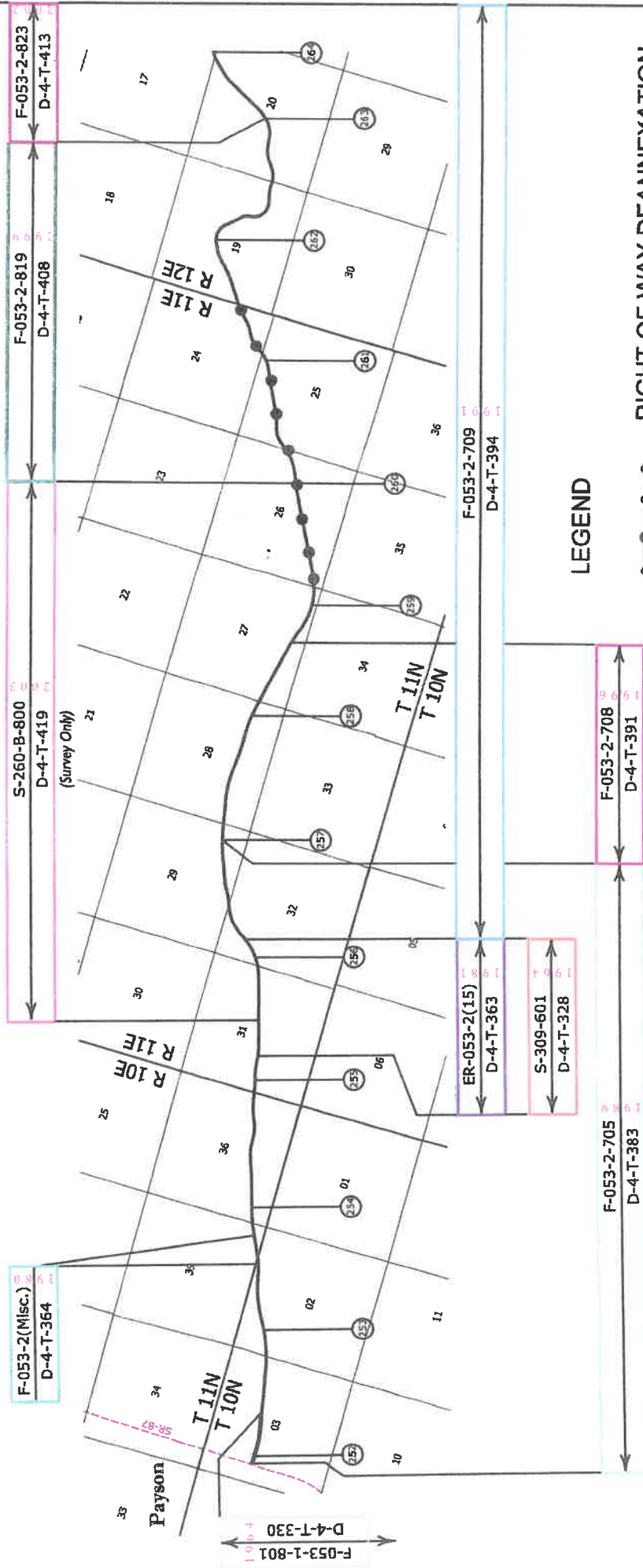
Approved as to form

The Gila County Attorney's Office

EXHIBIT 1

**RIGHT-OF-WAY
DEANNEXTION MAP**

Gila County



LEGEND



RIGHT-OF-WAY DEANNEXATION

Click in colored box to view Plans/Maps

Contact Us

Mile Post Number



Right Of Way Index Map
SR-260
Payson - Show Low Hwy.

257 - 264

5



ORDINANCE NO. 2020-04

**AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS
ORDERING THE ANNEXATION OF THE CERTAIN PUBLIC RIGHT-
OF-WAY BEING DEANNEXED BY THE TOWN OF STAR VALLEY.**

WHEREAS, Arizona Revised Statute (A.R.S.) § 9-471.03 states, "*Notwithstanding any other law, a public right-of-way that is partially located within a city or town and partially located within unincorporated area of a county may be deannexed and severed from the city or town and returned to the county;*" and,

WHEREAS, on October 21, 2020, the Town of Star Valley, Arizona, filed its Ordinance No. O 20-05 with the Chairman of the Gila County Board of Supervisors to begin the process of deannexing and returning the certain public right-of-way located within the Town of Star Valley to Gila County; and,

WHEREAS, the certain public right-of-way is located in Sections 24, 25 and 26, Township 11 North, Range 11 East of the Gila and Salt River Meridian, Gila County, Arizona, beginning 4.36 yards past Mile Marker 259 and ending 49.9 yards past Mile Marker 261 and as depicted in the Right-of-Way Deannexation Map attached hereto as Exhibit 1; and,

WHEREAS, on November 17, 2020 the Gila County Board of Supervisors set a public hearing to determine if the public interest would be served by accepting the return of the certain public right-of-way into Gila County; and,

WHEREAS, the Board of Supervisors has determined that all conditions of A.R.S. § 9-471.03 have been met by the Town of Star Valley; and,

WHEREAS, the Board of Supervisors has further determined that the public interest is served by receiving the certain public right-of-way;

NOW, THEREFORE, the Gila County Board of Supervisors does hereby order the annexation of the certain public right-of-way being deannexed by the Town of Star Valley.

PASSED AND ADOPTED this 15th day of December 2020, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Clerk of the Board

Woody Cline, Chairman

Approved as to form

The Gila County Attorney's Office



PUBLIC NOTICE

PURSUANT TO A.R.S. §9-471.03, PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing to determine if the public interest is served by the Town of Star Valley's proposed deannexation of the certain public right-of-way located in Star Valley and its return to Gila County. After public comments are received, the Board will consider adopting Ordinance No. 2020-04 to order the annexation of the certain public right-of-way to the County contingent on fulfillment of the conditions of A.R.S. § 9-471.03. The hearing will take place on Tuesday, December 15, 2020, during a Regular Meeting of the Board of Supervisors which begins at 10:00 a.m.

The Regular Meeting is held at the Gila County Courthouse, Board of Supervisors' hearing room, 1400 E. Ash Street, Globe, Arizona. One or more of the Board members may participate in the meeting by telephone conference call or by interactive television. The meeting will be televised to the Gila County Complex, 610 E. Highway 260, Board of Supervisors' conference room, Payson, Arizona, and it will be live-streamed at <https://www.youtube.com/channel/UckCHWVqrI5AmJKbvYbO-k2A/live>.

Citizens may submit written comments related to this agenda item by no later than 5 p.m. on Monday, December 14, 2020, by emailing the Clerk of the Board at msheppard@gilacountyaz.gov. Citizens may also call the Clerk of the Board at 928-402-8757 by the same deadline to register their comments. Written comments may be input through YouTube during the public hearing portion of the meeting.

Citizens will be allowed to attend this hearing in person in Globe or in Payson to provide their comments. A face mask must be worn while in the building which may be removed when addressing the Board. One person at a time will be allowed into the Board room.

DATED AND POSTED this 19th day of November 2020.

By:

Marian Sheppard, Clerk of the Board

9-471.03. Return of certain land to county; procedures

- A. Notwithstanding any other law, territory may be deannexed, severed and returned to the county by a city or town if the territory is a county owned park, a park operated on public lands by a county as part of a management agreement or land owned by a flood control district.
- B. Notwithstanding any other law, a public right-of-way that is partially located within a city or town and partially located within the unincorporated area of a county may be deannexed and severed from the city or town and returned to the county.
- C. The governing body of a city or town that intends to return the territory or public right-of-way to a county shall set forth by ordinance the legal description of the territory or public right-of-way and shall declare the deannexation and return of the territory or public right-of-way contingent on the fulfillment of the conditions of this section.
- D. The board of supervisors that intends to receive the territory or public right-of-way shall set a public hearing to determine if the public interest is served. The determination must include an analysis of the impacts of the requested deannexation.
- E. If the board of supervisors that intends to receive the territory or public right-of-way determines that the public interest is served by receiving the territory or public right-of-way, the board of supervisors shall set forth by ordinance the legal description of the territory or public right-of-way and shall declare the return of the territory or public right-of-way contingent on fulfillment of the conditions of this section.
- F. The board of supervisors shall set a public hearing not less than thirty nor more than sixty days after the date the ordinance is filed. The board of supervisors shall notify by certified mail each owner of real property subject to taxation adjacent to the territory or public right-of-way that is proposed to be deannexed at least twenty days before the hearing. On the holding of the public hearing, the board of supervisors may order that the territory or public right-of-way be returned as specified in the ordinance authorized by the city or town.

ARF-6371

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

To move forward with canceling the Intergovernmental Agreement (IGA) between Star Valley and Gila County Animal Control and begin the process by sending the required 30-day notification to the Town of Star Valley.

Background Information

On July 10, 2009, the Gila County Board of Supervisors approved an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control to provide the Town of Star Valley with certain animal control services. The Gila County Sheriff's Office has been providing law enforcement for the Town of Star Valley since 2009. Also, since 2009 the Gila County Animal Control and Gila County Sheriff's Office have worked together to provide animal control services to the Town of Star Valley which included the Sheriff's Officers responding to after-hour calls, on weekends, and holidays. Since 2009, there has been no service fee charged to the Town of Star Valley to respond to these calls by the Gila County Sheriff's Office.

Between January 1, 2018, to September 2020 the Gila County Sheriff's Office has handled 184 animal control calls for after-hours, weekends, and holidays.

In September 2020, the Town of Star Valley contracted law enforcement services with the Town of Payson Police Department ending the contract with the Gila County Sheriff's Office. In October 2020, the Gila County Animal Control Manager was notified by the Payson Police Department that they will not be dispatching officers to after hour, weekend, and holiday calls.

On December 1, 2020, this item was presented to the Board of Supervisors by Michael O'Driscoll, Health and Emergency Management Department Director. In learning that the Town officials had not been previously informed about canceling the contract, the Board asked Mr.

O'Driscoll to contact Timothy Grier, Manager/Attorney for the Town of Star Valley, to find out if the Town officials would be interested in negotiating a new contract with different billable rates and terms or cancel the current Intergovernmental Agreement which is due to expire at the end of December 2020.

Evaluation

On December 7, 2020, Mr. O'Driscoll sent Mr. Grier a letter regarding the County's intention to cancel the existing contract and to request input from the Town Council on whether the Town would be interested in entering into a new contract with the County.

Having the Gila County Animal Control staff begin to respond to all after hour, weekend, and holiday animal control calls in the Town of Star Valley would continue to have a negative impact on the Gila County Animal Control budget. This would require additional funding to cover the added overtime and weekend coverage to provide animal control services to the Town of Star Valley. Therefore, it is the opinion of the Gila County Health & Emergency Management Director that it makes good fiscal sense to cancel the current IGA with the Town of Star Valley to provide animal control services.

Conclusion

Having the Gila County Animal Control staff begin to respond to all after hour, weekend, and holiday animal control calls in the Town of Star Valley would have a negative impact on the Gila County Animal Control budget. This would require additional funding to cover the added overtime and weekend coverage to provide animal control services to the Town of Star Valley. Therefore, it is the opinion of the Gila County Health & Emergency Management Director that it makes good fiscal sense to cancel the current IGA with the Town of Star Valley to provide animal control services.

Recommendation

It is the recommendation by the Gila County Health & Emergency Management Director to have the Board of Supervisors begin the process of canceling the Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control and send the required 30-day cancellation notification to the Town of Star Valley.

Suggested Motion

Information/Discussion/Action to authorize the cancellation of an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control which includes sending the required 30-day cancellation notification to the Town of Star Valley. **(Michael O'Driscoll)**

Attachments

Letter to Town of Star Valley Manager/Attorney 12-7-20

Gila County Health & Emergency Management



5515 South Apache Ave., Suite 100, Globe, AZ 85501
PHONE: (928) 402-8811 | FAX: (928) 425-8817

107 W. Frontier Rd., Suite A, Payson, AZ 85541
PHONE: (928) 474-1210 | FAX: (928) 474-7069



Date: December 7, 2020

Mr. Tim Grier
Star Valley Town Manager
3675 East Highway 260
Star Valley, AZ 85541

Mr. Grier,

Thank you for your time and honest discussion on December 2nd regarding the current Animal Control IGA between Star Valley and Gila County Animal Control. As I mentioned on the phone to you, my dilemma can best be summed up by the following:

Since 2009, when the current IGA was signed, the Gila County Sheriff's Office was kindly handling many after hours, weekend, and holiday calls for Gila County Animal Control. For example, since 2018 the Gila County Sheriff's Officers were dispatched to 184 calls for animal control issues in Star Valley. Recently, the Town of Star Valley has contracted out law enforcement to the Payson Police Department, ending the agreement with the Gila County Sheriff's Office.

Financial information and estimates:

Current IGA Rate per Response during regular business hours: \$50

Current IGA Rate per Response during after hours, weekends, holidays: \$100

Current Gila County Animal Control Staff Hourly Rate: \$22.04

Current Gila County Animal Control Staff Hourly OT Rate: \$33.00

Approximate Response Time for Payson Animal Control Officer: 1-2 hours

- \$22.04 - \$44.08 during regular hours
- \$33.00 - \$66.00 during OT hours

Approximate Response Time for Globe Animal Control Officers: 4-5 hours

- \$88.16 - \$110.20 during regular hours
- \$132.00 - \$165.00 during OT hours

From the financial information above, I believe that the current IGA rate for our Payson Animal Control Officer is adequate. However, I have only one Animal Control Officer in Payson and many after hours, weekend, and holiday calls will need to be handled by my Globe staff; and, that is where my financial dilemma can be recognized.

Due to the change in law enforcement and the increase costs to Gila County Animal Control, I would like to find an equitable solution for both Gila County and the Town of Star Valley. If possible, could you please inform me of your Council's thoughts by December 14, 2020 so I may discuss this with my Board of Supervisors during their meeting on December 15, 2020.

Sincerely,

Michael O'Driscoll, Director
Gila County Health & Emergency Management



ARF-6366

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Paula Horn, Deputy Director of Health

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 2020-2021 Budgeted?: Yes

Contract Dates 01-01-2018 through 12-31-2022 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS18-188825) with the Arizona Department of Health Services.

Background Information

Amendment No. 1 to Intergovernmental Agreement (Contract No. ADHS18-188825) with the Arizona Department of Health Services (ADES) will allow the Gila County Public Health Division to provide HIV Prevention Program services. The contract period will be from January 1, 2021, to December 31, 2021.

Contract No. ADHS18-188825 was signed by the Board of Supervisors on February 6, 2018. Amendment No. 1 will extend the services for an additional year and changes the contact information under the Scope of Work to Kristen Herrick.

Evaluation

By continuing to provide the HIV Prevention Services Program, the Health Division will continue to provide HIV education, testing, counseling, risk assessment, and risk reduction to motivate and raise awareness of the steps needed to help protect the health of Gila County residents.

Conclusion

Approval of Amendment No. 1 to Intergovernmental Agreement (Contract No. ADHS18-188825) will allow the Gila County Public Health Division to continue to provide HIV prevention services to the residents of Gila County.

Recommendation

It is the recommendation of the Health and Emergency Management Division Director that the Board of Supervisors approve IGA Contract No. ADHS18-188825 Amendment No.1 between Gila County and the Arizona Department of Health Services to continue to provide HIV Prevention Program services for the period of January 1, 2021, through December 31, 2021.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS18-188825) between Gila County and the Arizona Department of Health Services to extend the contract to December 31, 2021, and change the contact information in the Scope of Work for the continued provision of HIV Prevention Program services. **(Michael O'Driscoll)**

Attachments

Amendment 1 to Intergovernmental Agreement (Contract No. ADHS18-188825)
Intergovernmental Agreement (Contract No. ADHS18-188825)



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

**ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT**
150 18th Ave Suite 530
Phoenix, Arizona 85007
Procurement Officer
Mackenzie Hix

Agreement No.: **ADHS18-188825**

Amendment No.: **1**

HIV PREVENTION PROGRAM

Effective upon signature of both parties, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Four (4), Contract Administration and Operation, Section 4.2, Contract Renewal, this Contract is hereby extended to December 31st, 2021.
2. Pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchase Orders and Change Orders, the Contact information under the Scope of Work, Provision Ten (10), Notices, Correspondence and Reports, Section 10.1 is hereby changed to the following:

--Continued on the next page--

All other provisions of this Agreement remain unchanged.

Contractor Name: **Gila County Health Department**

Authorized Signature

Woody Cline

Address: **5515 S Apache Ave**

Print Name

City: **Globe**

State: **AZ**

Zip: **85501**

Chairman, Gila County Board of Supervisors
Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signature

Date

Signed this _____ day of _____ 2020.

Gila County Attorney's Office

Print Name

Procurement Officer

Contract No.: **ADHS18-188825**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
OFFICE OF PROCUREMENT
150 18th Ave Suite 530
Phoenix, Arizona 85007
Procurement Officer
Mackenzie Hix

Agreement No.: **ADHS18-188825**

Amendment No.: **1**

HIV PREVENTION PROGRAM

10.1 Notices, correspondence, reports and CERs from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Office of Disease Integration and Services
Attention: Kristen Herrick, MPH, CHES Chief
150 North 18th Avenue Suite 110
Phoenix, AZ 85007
Telephone: (602)-364-3375
Email: Kristen.herrick@azdhs.gov

All other provisions of this Agreement remain unchanged.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-188825

ARIZONA DEPARTMENT OF HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Prevention Program

Begin Date: 01/01/2018

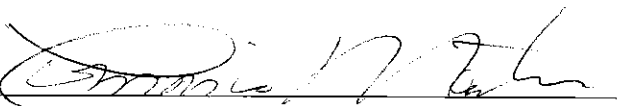
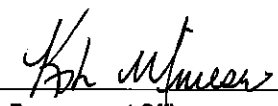
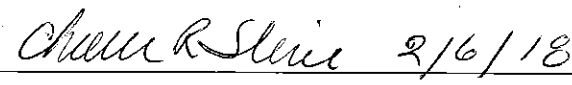
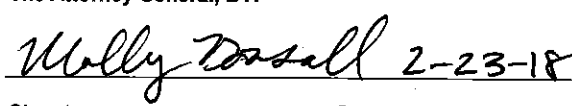
Geographic Service Area: Gila County

Termination Date: 12/31/2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Gila County Health Services Address: 5515 Apache Dr., Suite 100 Globe, AZ 85501	<p style="text-align: center;">FOR CLARIFICATION, CONTACT:</p> Name: _____ Phone: _____ FAX No: _____ E-mail: _____
<p style="text-align: center;">CONTRACTOR SIGNATURE:</p> The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.  Signature of Person Authorized to Sign Date <u>2/6/18</u> <u>Tommie Martin, Chairman, Board of Supervisors</u> Print Name and Title	<p>This Contract shall henceforth be referred to as Contract No. <u>ADHS18-188825</u>. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.</p> <p>State of Arizona Signed this <u>1st</u> day of <u>March</u>, 2018</p>  Procurement Officer
<p>CONTRACTOR ATTORNEY SIGNATURE:</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 <u>CHARLES R. SHIRE</u> Approved as to form Gila County Attorney Print Name and Title	<p>Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.</p> <p>The Attorney General, BY:  Signature Date Assistant Attorney General: <u>Molly Bonsall</u> </p>

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-188825	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-188825	

2. Contract Type.

This Contract shall be:

Cost Reimbursement

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; and
 - 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.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-188825	TERMS AND CONDITIONS

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
- 4.10.2. *Title and Rights to Materials*. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

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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.
- 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 ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-188825	

- 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: In accordance with A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2. Recoupment of Contract Payments.
 - 5.2.1. *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2. *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3. *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

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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 I.R.S. W9 Form on file with the State of Arizona.

5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. Contract Changes

6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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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
- 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.

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8. Description of Materials The following provisions shall apply to Materials only:

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 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

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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4. Termination Without Cause.

10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

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10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which 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.

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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.

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, 150 North 18th Avenue, Suite 280, 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

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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.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), can be found at: https://obamawhitehouse.archives.gov/omb/grants_forms. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

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1. Background

- 1.1 The Arizona Department of Health Services (ADHS) Bureau of Tobacco & Chronic Disease (BTCD), human immunodeficiency virus (HIV) Prevention Program has the responsibility for administering HIV Prevention Program Cooperative Agreement funds provided by the U.S. Centers for Disease Control and Prevention (CDC). These funds are provided to state health departments to implement a comprehensive statewide HIV Prevention Program. Arizona's program is based upon CDC Cooperative Agreement guidelines. Since July 1, 2012, HIV Prevention programming focused on the goals and strategies outlined in the National HIV AIDS Strategy (NHAS).
- 1.2 The NHAS lays out clear priorities for increasing the impact of HIV prevention efforts in reducing new infections by intensifying HIV prevention in the communities where HIV is most heavily concentrated. NHAS recognizes the connection between prevention and care and treatment in reducing new infections and improving the health of people living with HIV. The strategy also emphasizes the central importance of reducing disparities in HIV prevention and care and in reducing the stigma and discrimination associated with HIV. High-impact prevention prioritizes those interventions that are most cost-effective at reducing overall HIV infections. Examples of these include HIV testing, condom distribution and programs to help people living with HIV avoid transmitting HIV to others.
- 1.3 Based on Arizona epidemiology, the overall recommendation for statewide prevention programming is to target HIV positive persons and their partners, men who have sex with men (MSM), and injection drug users (IDU). *Men who have sex with men have a particular need for prevention services because this behavioral risk group represents the majority of emerging and existent HIV infections in Arizona.* Additionally County Health Departments should provide prevention services to other persons at risk of HIV infection or transmission in accordance with State statutes and rules. **Arizona Revised Statutes: A.R.S. 36-661** (Definitions), **A.R.S. 36-663** (HIV-related testing; restrictions; exceptions), **A.R.S. 36-664** (Confidentiality; exceptions), **A.R.S. 36-665** (Order for disclosure of communicable disease related information), **A.R.S. 36-666** (Violation; classification; immunity), and **A.R.S. 36-667** (Civil penalty). **Arizona Administrative Code R9-6, Article 10** (HIV-related testing and notification) and **Article 11** (STD-related testing and notification), as appropriate to the services provided.

2. Objective

The purpose of these funds is to assist the County Health Department to implement a comprehensive high impact HIV Prevention Program in Gila County.

3. Goals

- 3.1 To provide access to quality HIV testing and Linkage to Care (HTL) for persons residing in Arizona,
- 3.2 To increase the number of persons in the jurisdiction who are aware of their status,
- 3.3 To bring all providers' services in line with the Funding Opportunity Announcement (FOA) 12-1201, NHAS and National Goals, and
- 3.4 To provide partner services (PS) in public and private sectors to all persons newly diagnosed with HIV or previously positive with a new sexually transmitted disease (STD) diagnosis, and to all HIV positive persons or their medical providers requesting continuing PS.

4. Tasks

The Contractor shall:

4.1. Conduct HIV Testing and Linkage to Care including but not limited to:

- 4.1.1. Providing access to quality HTL services in Gila County,

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- 4.1.2. Providing HTL services in accordance with the most recent version of the HIV Testing in Healthcare Settings issued by CDC,
- 4.1.3. Identifying a supervisor for the HIV program in order to facilitate accountability, communication, quality assurance, and the discussion of programmatic issues as appropriate. Training will be provided by ADHS, BTCD to all supervisors on an as-needed basis and during mandatory scheduled Contractor meetings,
- 4.1.4. Assure and document that seventy-five percent (75%) of the negative and ninety percent (90%) of the positive individuals tested in this program receive their test results,
- 4.1.5. Work with newly HIV-positive clients
 - 4.1.5.1. Seropositive clients shall receive medical and psychosocial referrals which shall be recorded in the ADHS BTCD web-based reporting systems, and
 - 4.1.5.2. HTL staff shall elicit clients' needle sharing contacts and sexual contacts for referral into the PS System.
- 4.1.6. Collaborate with ADHS Prevention Funded Programs or other federally funded programs (i.e. Substance Abuse and Mental Health Services Administration (SAMHSA) or CDC) to ensure the provision of HTL to program participants,
- 4.1.7. Ensure that HTL is:
 - 4.1.7.1. Confidential in all aspects. It is critical that all HTL programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,
 - 4.1.7.2. Screen for and address potential partner violence,
 - 4.1.7.3. Culturally sensitive and acceptable to the populations being served by the program, and
 - 4.1.7.4. Appropriately documented data; shall be collected on all tests conducted in HTL programs in accordance with ADHS and CDC requirements, standards and guidance. This data shall be entered into the CDC BTCD mandated web-based reporting systems.
- 4.1.8. Work with the ADHS Arizona State Lab (ASL),
 - 4.1.8.1. Appropriate laboratory submission forms shall be completed, and specimens shall be delivered to the ASL. All rapid test confirmations shall be tested using blood or serum,
 - 4.1.8.2. Submitter shall submit, at minimum, a ten (10) ml tube of whole blood to ASL, and
 - 4.1.8.3. Programs within a county health department (STD, Family Planning, Prenatal, and Correctional) that use an HIV screening test (i.e. rapid test or enzyme immunoassay (EIA)) are eligible to utilize the state lab for confirmatory testing. These programs are subject to the same reporting requirements as the HIV HTL Program for any tests submitted to the ASL.
- 4.2. Conduct PS including partner/spousal elicitation and notification activities including but not limited to:
 - 4.2.1. PS activities including partner/spousal elicitation and notification and referral activities will be provided in accordance with the most recent version of the PS Guidance issued by CDC,
 - 4.2.2. Conduct a program to provide PS in public and private sectors to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of PS, including:

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- 4.2.2.1. Contacting individuals newly diagnosed with HIV to offer them PS,
 - 4.2.2.2. Interviewing individuals who accept PS to elicit names of and locating information for sex and injection-drug-paraphernalia-sharing partners,
 - 4.2.2.3. Locating, notifying, testing, and providing test results to partners,
 - 4.2.2.4. Reporting preliminary positive and supplemental HIV positive test results to ADHS (Prevention and Surveillance) according to established guidelines, and
 - 4.2.2.5. Linking partners, especially those who test positive, to appropriate medical evaluation, treatment, prevention, and other services.
- 4.2.3. Ensure that PS are:
- 4.2.3.1. Confidential in all aspects. Concerns often voiced regarding HIV PS include potential violations of confidentiality, the stigma associated with HIV, and the potential for partner violence associated with PS. It is critical that all PS programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,
 - 4.2.3.2. Available to all cases, regardless of reporting source (i.e. self-report, testing service, surveillance, etc.). Cases shall be initiated within seven (7) days. Every client shall be investigated within twenty-one (21) days of identification to the County Health Department. Data shall be entered into the data system as it is received,
 - 4.2.3.3. Culturally sensitive and acceptable to the populations being served by the program, and
 - 4.2.3.4. Timely (i.e., locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Managers may need to prioritize PS activities, such as the order in which HIV-infected individuals are offered PS or the order in which partners are located and offered PS.
- 4.2.4. Work with community partners to promote the Integration of PS into existing services:
- 4.2.4.1. Ensure that information about how to access PS services is easily accessible by health care providers in the public and private sectors, Community Based Organizations (CBOs), and other agencies diagnosing or providing services to HIV-infected individuals,
 - 4.2.4.2. Encourage providers, CBOs, and other agencies providing services to HIV-infected individuals to routinely screen clients for ongoing sexual and injection-drug-use activities and to provide partner information to the County Health Department for provision of PS, and
 - 4.2.4.3. Work with health care providers, CBOs, and other organizations serving or representing HIV-infected individuals to educate them about the potential benefits of PS for HIV-infected individuals, their partners, and the community and to develop community support for these services.
- 4.3. Ensure that all cases of HIV and/or AIDS are reported to the ADHS BTCD HIV Prevention Program and HIV Surveillance Program in a timely manner utilizing ADHS BTCD required documentation,
- 4.4. Ensure that all staff providing HIV Testing, Linkage to Care, and/or PS receive appropriate training.
- 4.4.1. All staff that provides HIV testing or PS must successfully complete training activities. With guidance to be provided by ADHS BTCD, Contractor shall establish written protocols outlining internal county training activities and provide the protocol to ADHS BTCD within thirty (30) days of execution, and

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
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4.4.2. Supervisor shall review all staff performing activities under this contract to ensure adherence to Agreement elements, internal policies/procedures and CDC guidance for said activities. A brief summary of reviews performed shall be included as part of the monthly narrative report to ADHS BTCD.

4.5. Assure and document that timely client-centered prevention counseling, linkage to care and PS are provided to each reported case of AIDS or HIV infection regardless of reporting source,

4.6. Monitor implementation of the HIV Prevention program. In accordance with CDC requirements, the Contractor must collaborate with ADHS BTCD Office of HIV Prevention in reaching performance levels set for HIV Prevention Program Indicators,

4.7. Record all HTL and PS activities in ADHS BTCD and CDC mandated databases- EvaluationWeb and PartnerServicesWeb

4.7.1. All tests conducted in the HIV program must have data entered into the web based system within twenty-four (24) hours for positive tests and seven (7) days for negative tests,

4.7.2. PS activities must be entered into the web based data system (PS Web) in accordance with ADHS BTCD HIV Prevention Program established timelines,

4.7.3. All staff utilizing the databases shall complete e-authentication procedures outlined by CDC within thirty (30) days of start of Agreement, or thirty (30) days of hire, and

4.7.4. All programs must sign the CDC established Memorandum of Understanding and Rules of Behavior documents with ADHS BTCD in accordance with CDC data-management requirements.

5. Requirements

The Contractor shall have:

5.1 Access to computer, internet, E-mail, and other communication strategies to ensure frequent contact with ADHS HIV/AIDS Office prevention staff and performance of web-based reporting activities,

5.2 Ability to collect all required data and implement web-based data entry,

5.3 Expertise in PS and HTL techniques,

5.4 Ability to initiate and maintain agreements with community partners supporting any proposed activities,

5.5 A current list (as Agreement start date) of personnel providing services under this Agreement. Any changes to personnel shall be reported to ADHS BTCD within five (5) business days. Adhere to the Key Personnel requirements provided in the Terms and Conditions section of this Agreement,

5.6 Contractors shall provide a complete list of the site numbers operating under their auspices by January thirtieth (30th) of each calendar year. Any additions or deletions will be reported to ADHS BTCD in writing within five (5) business days,

5.7 Experience providing services to HIV+ persons, MSM, and Injection Drug User (IDU) in the contractor's County,

5.8 Ability to attend ADHS State Contractors meetings and other trainings as scheduled by ADHS BTCD (approximately twice per year),

5.9 A designated and identified supervisor for all activities, responsible for working with and reporting to ADHS,

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- 5.10 All websites maintained by Contractors shall contain a notice alerting individuals who may be searching or browsing the web that the content may not be appropriate for all audiences. Sample messages may be obtained from ADHS BTCD,
- 5.11 Full cooperation with other Contractors and State Employees fitting their own work into the ADHS Testing Network. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of State Employees, and
- 5.12 All materials developed or utilized by the program shall include the TESTAZ logo as part of the Arizona HIV Testing Network, may be used in conjunction with any other local marketing. Logo is available from ADHS BTCD Office of HIV Prevention.

6. Reference Documents: Available from ADHS Office of HIV/AIDS Prevention Program upon request:

- 6.1 CDC- PS Guidance (2017) <https://www.cdc.gov/hiv/guidelines/index.html>
- 6.2 CDC- National Monitoring and Evaluation materials related to data variables and reporting requirements,
- 6.3 CDC- Testing in Healthcare Settings Guidance <https://www.cdc.gov/hiv/guidelines/testing.html>
- 6.4 CDC- Materials Review Interim Guidance,
- 6.5 CDC- Guidelines for HIV Surveillance, Control and Partner Information,
- 6.6 National HIV/AIDS Strategy <https://www.hiv.gov/federal-response/national-hiv-aids-strategy/nhas-update>
- 6.7 CDC- High-Impact HIV Prevention www.cdc.gov/HIV (Aug. 2011),
- 6.8 CDC Vital Signs (Dec. 2011) <http://www.cdc.gov/vitalsigns>, and
- 6.9 Laboratory considerations for HIV Rapid Tests <https://www.cdc.gov/hiv/testing/laboratorytests.html> (laboratory).

7. Approvals

The ADHS will make payment in accordance to the Terms and Conditions set forth in the Contract.

- 7.1 The HIV Prevention Program Manager in the ADHS BTCD, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report (CER).
- 7.2 The due date for monthly reports and invoicing is the 15th of the month, following the month of service.
- 7.3 ADHS BTCD may authorize variations to, and adjust payments for, under and over production of monthly minimum unit rates, not to exceed the annual contract agreement, on a case-by-case basis.
- 7.4 All materials developed or utilized by the program shall be approved by the ADHS Materials Review Committee prior to use. Guidelines for submission may be obtained from ADHS BTCD Office of HIV Prevention.
- 7.5 Out of county/state travel must be pre-approved in writing by ADHS BTCD Office of HIV Prevention- Program Manager or their Designee.
- 7.6 ~~Prevention Planning Group of Arizona (PPGA) conflict of interest "No person in a paid position of the funded program or supervisory position within the agency may be a co-chair of the PPGA or any task force which provides guidance as to funding or intervention decisions".~~

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
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8. Deliverables and Delivery Schedule

The Contractor shall provide services and submit to the ADHS BTCD Program Manager a CER of the following deliverables in accordance with the Price Sheet of Cost Reimbursement Line Items.

- 8.1 Evidence of web-based submission of accurate and completed PS and HTL data and other information as required or requested by CDC and/or ADHS. Web-based reporting of CDC-required data elements must be completed within the ADHS BTCD Office of HIV Prevention established guidelines,
- 8.2 A completed CER including detailed financial back-up matching approved budget narrative by the 15th of the month following the month during which the services were provided,
- 8.3 Brief monthly narrative outlining progress toward HTL, PS, and other program elements, areas of programmatic concern, and activities conducted during the month under claim. Due to ADHS by the 15th of the month following the month under claim,
- 8.4 Subcontracts or Agreements - if applicable, copies of subcontracts or agreements must be provided to ADHS BTCD within thirty (30) days of initiation (subject to approval), updates to progress of activities must be included with monthly narrative,
- 8.5 Labor Activity Reports (monthly) if any funding is included partial Full Time Equivalent (FTE) staff time, per the detailed budget narrative,
- 8.6 Delivered to ADHS BTCD HIV Prevention program by November 30th of each year, a detailed update to the Work Plan for the next year of service (including as applicable; updated recruitment plan, condom distribution plan, behavioral intervention plans and evaluation plan), and
- 8.7 Evaluation Report, according to a format provided by ADHS BTCD shall be due on January 30th of the year following the year under claim.

9. Acceptance

- 9.1 Acceptance is signified by signature of the ADHS BTCD Program Director on the CER showing performance is satisfactory for payment, and
- 9.2 Upon receipt and approval of all specified deliverables.

10. Notices, Correspondence, and Reports

10.1 Notices, correspondence, reports and CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
 Bureau of Tobacco and Chronic Disease
 Attention: John Sapero, Office Chief – HIV Prevention
 150 N. 18th Avenue, #310
 Phoenix, AZ 85007
 Telephone: (602)364-3602
 Email: John.Sapero@azdhs.gov

10.2 Invoices from the contractor to ADHS shall be sent to:

invoices@azdhs.gov

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ADHS18-188825	

10.3 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Division of Health Services
Attention: Ms. Paula Horn, Deputy Director Health
5515 South Apache Ave., Suite 100
Globe, AZ 85501
Telephone: (928)402-8813
FAX: (928)425-0794
Email: Phorn@gilacountyaz.gov

Gila County Health Prevention Services
Attention: Ginnie Scales, RN., Health Service Program Manager
5515 South Apache Ave., Suite 100
Globe, Arizona 85501
Telephone: (928)402-8517
Email: Gcales@gilacountyaz.gov

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS18-188825	

Price Sheet

Effective January 1, 2018
(subject to change)

Cost Reimbursement Line Items	<i>Budget Amount</i>
1. Personnel Services	\$1,771.00
2. Employee Related Expenses	\$432.00
2. Professional & Outside Services	\$0.00
3. Travel Expenses	\$493.00
4. Other Operating Expense	\$1,865.00
5. Capital Outlay Expense	\$0.00
6. Other (Indirect Costs)	\$0.00
Total Contract Amount	\$4,561.00

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

1.1 With prior written approval from the ADHS BTCD HIV Prevention Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Agreement amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfer exceeding ten percent (10%) of the Agreement amount, or to a non-funded line item, shall require an Agreement amendment.

ADHS PROCUR
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ARF-6378

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY 2020 Budgeted?: No

Contract Dates July 1, 2020 through Grant?: Yes

Begin & End: June 30, 2021

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (DPS Contract No. 2020-084) regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between Gila County and the Arizona Department of Public Safety (DPS).

Background Information

The Gila County Sheriff's Office has desired to partner with the Arizona DPS in the GIITEM State Gang Task Force. The purpose of this Agreement shall be to enhance law enforcement services concerning criminal activities of street gangs through cooperative efforts.

Evaluation

The Gila County Sheriff's Office agrees to provide an AZ P.O.S.T. certified sworn law enforcement officer to work with GIITEM. DPS agrees to reimburse the Sheriff's Office on a monthly basis for seventy-five (75%) percent of payroll expenses to the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA), and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave is taken while working with GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours of GIITEM related work in order for DPS to reimburse for overtime in any given week.

All approved travel expenses will be reimbursed directly to the officer by

DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration (ADOA). DPS agrees to assign a vehicle to the Agency's Officer. The Officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA driver's training requirements.

Conclusion

The Gila County Sheriff's Office agrees to provide an AZ P.O.S.T. certified sworn law enforcement officer to work with the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve Intergovernmental Agreement (DPS Contract no. 2020-084) between the State of Arizona Department of Public Safety and the Gila County Sheriff's Office to provide one (1) AZ P.O.S.T. certified sworn law enforcement officer to work with GIITEM. The performance period starts July 1, 2020, through June 30, 2021, and shall renew annually on July 1st for a period not to exceed five (5) years.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (DPS Contract No. 2020-084) between the State of Arizona Department of Public Safety and the Gila County Sheriff's Office to be reimbursed 75% of the salary for one certified deputy to work with the Gang and Immigration Intelligence Team Enforcement Mission State Task Force for a performance period beginning July 1, 2020, through June 30, 2021, with annual renewal on July 1st for a period not to exceed five years. **(Sarah White)**

Attachments

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Gila County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. 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, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214, subsection A.

A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

Failure to comply with State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

IX. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The Agency agrees to permit their officer to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Sheriff J. Adam Shepherd
Gila County Sheriff's Office
1100 South Street, PO Box 311
Globe, Arizona 85502

XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.


The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: _____
Heston Silbert, Director
Arizona Department of Public Safety

DATE: _____

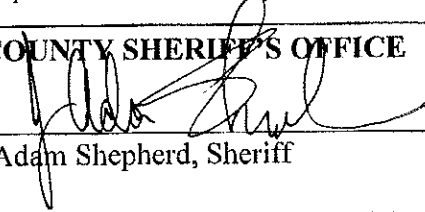
APPROVED AS TO FORM:



Assistant Attorney General

DATE: 10/28/2020

GILA COUNTY SHERIFF'S OFFICE

BY: 
J. Adam Shepherd, Sheriff

DATE: 12-3-20

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Chairman

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

County Deputy Attorney

ARF-6348

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: 2020-2021 Budgeted?: No

Contract Dates 2020-2023 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Intergovernmental Agreement between the Phoenix Police Department and Gila County on behalf of the Gila County Sheriff's Office for Arizona Internet Crimes Against Children Task Force.

Background Information

The Phoenix Police Department/Arizona Internet Crimes Against Children Task Force is the lead agency and the recipient of the United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant regarding Internet Crimes Against Children (ICAC). The Task Force utilizes the grant and funding from the Arizona Attorney General's Office for the purpose of administering and operating an ICAC Task Force in Arizona. The Phoenix Police Department is the primary grantee for the ICAC Task Force. Agencies affiliated through this Intergovernmental Agreement (IGA) are known as Affiliated Agencies. The Gila County Sheriff's Office will be an Affiliated Agency.

Evaluation

The IGA will provide funding on a reimbursable basis to support the Sheriff's Office efforts to investigate, prosecute and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

Conclusion

The Gila County Sheriff's Office will assist the Internet Crimes Against Children Task Force as an Affiliate Agency in its efforts to investigate, prosecute and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the IGA between the Phoenix Police Department and Gila County on behalf of the Gila County Sheriff's Office to participate in the Arizona Internet Crimes Against Children Task Force for a period of three (3) years after the IGA becomes effective.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between the Phoenix Police Department and the Gila County Sheriff's Office (GCSO) whereby the GCSO, acting as an Affiliate Agency, will assist the Arizona Internet Crimes Against Children Task Force for a period of three years after the IGA becomes effective. **(Travis Baxley)**

Attachments

Intergovernmental Agreement with the Phoenix Police Department

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

**Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency**

and

Gila County Sheriff's Office

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and Gila County, Arizona, a public agency of the State of Arizona, on behalf of the Gila County Sheriff's Office ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
- (3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures (Attachment A).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures (Attachment A) to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for three (3) years after the IGA

becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures (Attachment A) is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense;
- (2) Promote respect for the law;
- (3) Provide just punishment for the offense;
- (4) Afford adequate deterrence to criminal conduct;
- (5) Protect the public from further crimes of the defendant; and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**City of Phoenix, Arizona
An Arizona Municipal Corporation
(Primary Grantee)**

**Gila County, Arizona
An Arizona Public Agency
(Affiliate)**

Jeri L. Williams
Police Chief
Phoenix Police Department

(Authorized Signature)

Printed Name, Title

Date

Date

ATTEST:

ATTEST:

City Clerk

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Acting City Attorney

County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

Gila County (Affiliate)

Sandra Hunter, Asst. Chief Counsel

Signature

Printed Name, Title

Date

Date

ARF-6363

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 12-15-20 to 12-14-21

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Award of a Contract in Response to Informal Bid Request No.
101420IBR-*Gila County Striping Project*

Background Information

Many County roads need striping to maintain safe driving. Guidelines from the Manual on Uniform Traffic Control Devices (MUTCD) will be followed by the contractor. White and yellow paint will be used. A bid request was sent to various pavement marking contractors. The bids were due November 4, 2020, and Public Works received four (4) proposals.

Evaluation

The last contract Public Works held for pavement marking was December 2014. Since that time, the roads were stripped as they were chip sealed or paved by the company that did the work.

To keep up with maintenance, Public Works put out a bid for striping roads on our current list. This list will continue to be changed so we are asking that this contract have the option to extend for 4 years. The amount of the contract will cover an annual amount, split between fiscal years. This paint is not epoxy so the lower traveled roads will still show paint for a few years without having to be reapplied.

Conclusion

Having a pavement marking contract allows the Public Works staff to have the newly chip sealed or paved road marked within a reasonable time. It allows planning far in advance to be able to stripe the roads.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors award a contract to Traffic Safety Inc. in the amount of \$85,945.41 to perform the work as outlined in Informal Bid Request No. 1014029IBR.

Suggested Motion

Information/Discussion/Action to review all bids submitted regarding Informal Bid Request No. 1014029IBR-*Gila County Roads Striping*; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract in a not to exceed the amount of \$85,945.41 for the period December 15, 2020, to December 14, 2021. **(Steve Sanders)**

Attachments

Informal Bid Request No. 101420IBR with Signed Contract

Addendum 2 to Informal Bid Request No. 101420IBR

Addendum 1 to Informal Bid Request No. 101420IBR

Traffic Safety, Inc.-Sealed Bid

Franklin Striping-Sealed Bid

Pavement Marking, LLC-Sealed Bid

Sunline Contracting-Sealed Bid

Bid Results

GILA COUNTY



Tommie C. Martin, District I Supervisor
Timothy Humphrey, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager
Mary Springer, Finance Director

INFORMAL BID REQUEST NO. 101420IBR GILA COUNTY STRIPING PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to professionally install pavement markings on various roadways throughout Gila County.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE:

4:00 PM, Wednesday, October 28, 2020

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**GILA COUNTY STRIPING PROJECT**", Bid No. "**101420IBR**", date "**October 28, 2020**", and time "**4:00 PM AZ Time**", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed, or hand delivered to:

DELIVERY ADDRESS: GILA COUNTY FINANCE
ATTN: BETTY HURST
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

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.

Questions regarding the technical aspects of this request should be directed to Shannon Coons 928-402-8521.

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NOTE: IF BONDS ARE REQUIRED, THIS NOTATION WOULD BE REMOVED

**GILA COUNTY STRIPING PROJECT
Informal Bid Request 101420IBR**

SCOPE OF WORK

1. Paint used shall meet the following specifications: -- **TTP 1952E, Type III, waterborne high build traffic paint.**
2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of yellow/white paint. **(Hand spreading will not be allowed.)** Beads shall meet **ADOT 708 Specifications or Federal Spec. TTP 1325D Type I.**
3. The paint shall be applied at the rate of 250 to 300 feet per gallon for a solid 4", yellow or white line.
4. The yellow and white stripes shall be 4" in width. **In the case of wider stripes, item 9 below applies.** Where skip dash is applied, the dash will be 10' long with a 30' skip.
5. Project must be complete within **four (4) weeks** of contract acceptance. Once a mobilization for striping work is started, it shall be completed at that time. Unit cost assumes one mobilization for the striping work.
6. The county will pre-sweep the areas designated to be striped prior to the application of the paint. Striping shall be initiated within **30 days** of the completion of sweeping of those areas to be striped.
7. The painting machine shall be truck mounted with appropriate amber warning beacons.
8. Signing and cone placement shall be appropriate to advise drivers to stay off the wet paint. **Claims of paint damage to vehicles will be referred to the vendor.**
9. Where lines are wider than that of 4", such as turn lanes or areas with designated centerline stripes with greater widths, they shall be paid for using the 4" wide stripe unit cost prorated for greater width. Example: 8" wide lines will be paid at 2 times the cost of a 4" wide line.
10. Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor.
11. **Traffic Control:** Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI. **Contractor must maintain traffic flow; total street closures are not allowed.**
12. **Method of Measurement:** This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. ~~Double lines shall be measured as one line.~~ Any repair work ordered by the Engineer shall not be measured.
13. No edge line striping through any roadway entry/exit adjacent to the striped roadway. No centerline or edge line striping will be allowed through all other intersections, low water crossings, or cattle guards.

Answers to any questions received will be sent to all bidders no later than October 22, 2020 at 3 pm. The successful bidder will have 4 weeks from the date notice to proceed is given to complete the project. A performance bond will not be required for this project if the contractor

› **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

› **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 one (1) 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.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (**page 9**). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (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.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened, they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The ~~surety and the~~ form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the ~~surety bond or~~ bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award ~~and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.~~

Payment

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-***Not Required if Contractor chooses not to take a payment draw***
- Labor and Materials Bond-***Not Required if Contractor chooses not to take a payment draw***
- Contract Performance Warranty

BIDDING SCHEDULE

GILA COUNTY STRIPING PROJECT

Informal Bid Request 101420IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Traffic Safety Inc

TOTAL CONTRACT PRICE, for the sum of \$ 85,945.41

WRITTEN TOTAL CONTRACT PRICE

Eighty Five Thousand Nine Hundred Fourty Five Dollars
and Fourty One Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Traffic Safety Inc Phone: 928-775-0813
8901 E Laredo Dr
Prescott Valley AZ 86314


2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 0.88
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** RAE KE-114646


Signature of Authorized Representative
Russel Hardy
Printed Name
President
Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References


Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Prescott AZ
Contact: Steve Guizo
Phone: 928-777-1130
Address: 433 N Virginia St. Prescott AZ 86301

2. **Company:** Yavapai County AZ
Contact: Jonathan David
Phone: 928-775-7518
Address: 1100 Commerce Dr Prescott AZ 86305

3. **Company:** C and E Paving
Contact: Corky Heckethorn
Phone: 928-774-4133
Address: 4740 Heckethorn Rd Flagstaff AZ 86001

4. **Company:** Cactus Asphalt
Contact: Chris Balke
Phone: 623-907-2800
Address: 8211 W Sherman St Tolleran AZ 85353

Traffic Safety Inc
Name of Business

Signature of Authorized Representative
President
Title

**GILA COUNTY
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**NOT REQUIRED FOR THIS
BID**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

by Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2020

My commission expires: _____

Notary Public

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: Yavapai)

_____ Russel Hardy _____
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is President _____

of Traffic Safety Inc _____ and
(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 101420 AND GILA COUNTY STRIPING PROJECT , Globe, AZ** and,

That neither he/she nor anyone associated with the said Traffic Safety Inc.

_____ (Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Traffic Safety Inc.
Name of Business

[Signature]
By
President
Title



Subscribed and sworn to before me this 4th day of November, 2020.

Michael A. Nache
Notary Public

My Commission expires:

July 5, 2022

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

Traffic Safety Inc
Name of Firm


By: (Signature)

President
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Russel Hardy President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.

**GILA COUNTY
CONTRACT NO. 101420IBR**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and _____ of the City of _____, State of _____ hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 101420IBR, GILA COUNTY STRIPING PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year with the option of three (3) one (1) year extensions if agreed by both parties.

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.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal

immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ _____ including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY BOARD OF SUPERVISORS:

Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

CONTRACT PERFORMANCE WARRANTY

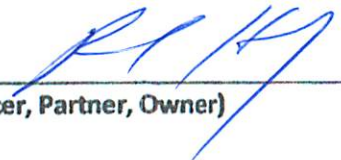
I, Russel Hardy, representing
Traffic Safety Inc (company name)

do hereby warranty the work performed for the:

GILA COUNTY STRIPING PROJECT -GLOBE, AZ

for a period of **one year** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.


(Officer, Partner, Owner)

November 4, 2020
Date

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY STRIPING PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

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

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,
and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

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PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

Witness our hands this _____ day of _____, 20 _____

_____ Principal	Seal	_____ By:
_____ Surety	Seal	_____ By:
_____ Agency of Record		_____ Agency Address
_____ Arizona Countersignature		
_____ Address		
_____ Phone Number		



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:

DATE: 10/28/20

CLARIFICATIONS:

- 1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.**
- 2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.**

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020							
LOCATION	YELLOW Footage (linear ft) *2	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
<u>GLOBE</u>						\$	\$
Russell Road (from city limits to Golden Hill Road)	2,006.40		2,006.40		4,012.80		
Russell Road (From roberts to FS 55)	27,772.80		27,772.80	200.00	55,745.60		
Walliman Road	9,715.20		9,715.20		19,430.40		
Bixby Road	23,850.00				23,850.00		
Main St.	2,536.00		2,536.00		5,072.00		
Roberts Drive	5,068.00				5,068.00		
Copper Hills Road	23,970.00				23,970.00		
Beer Tree Crossing	1,480.00		740.00		2,220.00		
Saguaro Drive	4,114.60		4,114.60		8,229.20		
FS 55	38,228.00		38,228.00		76,456.00		
Railroad Avenue (From Ragus Road to Old Oak, Pine way St. to Calle de Loma)	15,842.00		7,921.00		23,763.00		
Hope Ln	8,156.00				8,156.00		
Rose Mofford Way	2,120.00		1,060.00		3,180.00		
Besich Blvd	3,273.60		3,273.60		6,547.20		
Locomotive (from Old Oak to Pineway St.)	5,926.40		2,963.20		8,889.60		
Ragus Road (from city limits to Railroad AVE)	3,486.00				3,486.00		
Golden Hill Road (from Russell Road to Main Street)	6,336.00		6,336.00		12,672.00		
<u>ROOSEVELT</u>						\$	\$
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00		
F.S. 449- Estates Access	5,188.00				5,188.00		
<u>TONTO BASIN</u>						\$	\$
FS 71-Greenback Valley Road	10,176.00				10,176.00		
FS 60-Across Road	9,920.00				9,920.00		
<u>PAYSON</u>						\$	\$
Christopher Creek Loop	22,072.00		22,072.00		44,144.00		
FS 113-Hunter Creek Drive	4,119.00				4,119.00		
Sycamore Ln. (Gisela)	1,604.00				1,604.00		
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00		
FS 64-Control Rd	21,542.40		21,542.40		43,084.80		



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #1:

DATE: 10/15/20

CLARIFICATIONS:

- 1. On page 3 of the IBR , last paragraph, incomplete sentence corrected to read :**

A performance bond will not be required for this project if the contractor chooses not to take a draw.

- 2. Attached is the corrected page 20 CONTRACT PERFORMANCE WARRANTY.
Period of warranty changed from two years to one-year. This should be replaced in the Informal Bid Request.**



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #1:

DATE: 10/15/20

CLARIFICATIONS:

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A performance bond will not be required for this project if the contractor chooses not to take a draw.

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Period of warranty changed from two years to one-year. This should be replaced in the Informal Bid Request.



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:

DATE: 10/28/20

CLARIFICATIONS:

- 1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.**
- 2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.**

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020

LOCATION	YELLOW Footage (linear ft) *2	YELLOW Skip Line	WHITE Footage (ft*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
GLOBE							
Russell Road (from city limits to Golden Hill Road)	2,006.40		2,006.40		4,012.80	\$ 0.09	\$ 0.09
Russell Road (From roberts to FS 55)	27,772.80		27,772.80	200.00	55,745.60	\$ 0.09	\$ 0.09
Walliman Road	9,715.20		9,715.20		19,430.40	\$ 0.09	\$ 0.09
Bixby Road	23,850.00				23,850.00	\$ 0.09	\$ 0.09
Main St.	2,536.00		2,536.00		5,072.00	\$ 0.09	\$ 0.09
Roberts Drive	5,068.00				5,068.00	\$ 0.09	\$ 0.09
Copper Hills Road	23,970.00				23,970.00	\$ 0.09	\$ 0.09
Beer Tree Crossing	1,480.00		740.00		2,220.00	\$ 0.09	\$ 0.09
Saguano Drive	4,114.60		4,114.60		8,229.20	\$ 0.09	\$ 0.09
FS 55	38,228.00		38,228.00		76,456.00	\$ 0.09	\$ 0.09
Railroad Avenue (from Ragus Road to Old Oak, Pine way St. to Calle de Lomo)	15,842.00		7,921.00		23,763.00	\$ 0.09	\$ 0.09
Hope Ln	8,156.00				8,156.00	\$ 0.09	\$ 0.09
Rose Mofford Way	2,120.00		1,060.00		3,180.00	\$ 0.09	\$ 0.09
Beaich Blvd	3,273.60		3,273.60		6,547.20	\$ 0.09	\$ 0.09
Locomotive (from Old Oak to Phinewy St.)	5,926.40		2,963.20		8,889.60	\$ 0.09	\$ 0.09
Ragus Road (from city limits to Railroad Ave)	3,486.00				3,486.00	\$ 0.09	\$ 0.09
Golden Hill Road (from Russell Road to Main Street)	6,336.00		6,336.00		12,672.00	\$ 0.09	\$ 0.09
ROOSEVELT							
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00	\$ 0.09	\$ 0.09
F.S. 449- Estates Access	5,188.00				5,188.00	\$ 0.09	\$ 0.09
TONTO BASIN							
FS 71-Greenback Valley Road	10,176.00				10,176.00	\$ 0.09	\$ 0.09
FS 60-Across Road	9,920.00				9,920.00	\$ 0.09	\$ 0.09
PANVSON							
Christopher Creek Loop	22,072.00		22,072.00		44,144.00	\$ 0.09	\$ 0.09
FS 113-Hunter Creek Drive	4,119.00				4,119.00	\$ 0.09	\$ 0.09
Sycamore Ln. (Gisela)	1,604.00				1,604.00	\$ 0.09	\$ 0.09
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00	\$ 0.09	\$ 0.09
FS 64-Control Rd	21,542.40		21,542.40		43,084.80	\$ 0.09	\$ 0.09

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020

LOCATION	YELLOW Footage (linear ft) *2	YELLOW Strip Line	WHITE Footage (FT*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
Houston Mesa Road (from City limits to Whispering Pines)	96,852.00				96,852.00	\$ 0.09	\$ 0.09
Gibson Ranch Road	27,034.00				27,034.00	\$ 0.09	\$ 0.09
Gisela Road	55,230.00		55,230.00		110,460.00	\$ 0.09	\$ 0.09
FS 491-Colcord Rd	35,156.00		35,156.00		70,312.00	\$ 0.09	\$ 0.09
PINE / STRAWBERRY							
Fossil Creek Road (SR 87 to Cattle Guard)	26,412.00		26,412.00		52,824.00	\$ 0.09	\$ 0.09
Fossil Creek Road (Cattle Guard to End of Pavement)	13,032.00				13,032.00	\$ 0.09	\$ 0.09
Old County Rd	4,870.00				4,870.00	\$ 0.09	\$ 0.09
Cedar Meadow Lane	3,768.00				3,768.00	\$ 0.09	\$ 0.09
Rails Dr.	11,810.00				11,810.00	\$ 0.09	\$ 0.09
Bradshaw Dr.	16,652.00				16,652.00	\$ 0.09	\$ 0.09
Southard Dr.	650.00				650.00	\$ 0.09	\$ 0.09
Whispering Pine Rd.	13,280.00				13,280.00	\$ 0.09	\$ 0.09
Pine Creek Canyon Rd	10,020.00				10,020.00	\$ 0.09	\$ 0.09
Fuller Road	4,616.00				4,616.00	\$ 0.09	\$ 0.09
Handscrabble Mesa Road	10,590.00				10,590.00	\$ 0.09	\$ 0.09
Mistletoe Dr	10,944.00				10,944.00	\$ 0.09	\$ 0.09
Holly Drive	4,032.00				4,032.00	\$ 0.09	\$ 0.09
YOUNG							
FS 512 (from 260 to FS 33 Mule Springs)	19,756.00	7,056.00	34,064.40		60,876.40	\$ 0.09	\$ 0.09
	Total 4" yellow footage 640,110.40	Total 4" strip 7,056.00	Total 4" white 312,675.60	Total 8" white 200.00	Total Feet 960,042.00		

GILA COUNTY



Tommie C. Martin, District I Supervisor
Timothy Humphrey, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager
Mary Springer, Finance Director

INFORMAL BID REQUEST NO. 101420IBR GILA COUNTY STRIPING PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to professionally install pavement markings on various roadways throughout Gila County.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE:

4:00 PM, Wednesday, October 28, 2020

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"GILA COUNTY STRIPING PROJECT"**, Bid No. **"101420IBR"**, date **"October 28, 2020"**, and time **"4:00 PM AZ Time"**, shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed, or hand delivered to:

DELIVERY ADDRESS: GILA COUNTY FINANCE
ATTN: BETTY HURST
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

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.

Questions regarding the technical aspects of this request should be directed to Shannon Coons 928-402-8521.

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**GILA COUNTY STRIPING PROJECT
Informal Bid Request 101420IBR**

SCOPE OF WORK

1. Paint used shall meet the following specifications: -- **TTP 1952E, Type III, waterborne high build traffic paint.**
2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of yellow/white paint. **(Hand spreading will not be allowed.)** Beads shall meet **ADOT 708 Specifications or Federal Spec. TTP 1325D Type I.**
3. The paint shall be applied at the rate of 250 to 300 feet per gallon for a solid 4", yellow or white line.
4. The yellow and white stripes shall be 4" in width. **In the case of wider stripes, item 9 below applies.** Where skip dash is applied, the dash will be 10' long with a 30' skip.
5. Project must be complete within **four (4) weeks** of contract acceptance. Once a mobilization for striping work is started, it shall be completed at that time. Unit cost assumes one mobilization for the striping work.
6. The county will pre-sweep the areas designated to be striped prior to the application of the paint. Striping shall be initiated within **30 days** of the completion of sweeping of those areas to be striped.
7. The painting machine shall be truck mounted with appropriate amber warning beacons.
8. Signing and cone placement shall be appropriate to advise drivers to stay off the wet paint. **Claims of paint damage to vehicles will be referred to the vendor.**
9. Where lines are wider than that of 4", such as turn lanes or areas with designated centerline stripes with greater widths, they shall be paid for using the 4" wide stripe unit cost prorated for greater width. Example: 8" wide lines will be paid at 2 times the cost of a 4" wide line.
10. Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor.
11. **Traffic Control:** Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI. **Contractor must maintain traffic flow; total street closures are not allowed.**
12. **Method of Measurement:** This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. ~~Double lines shall be measured as one line.~~ Any repair work ordered by the Engineer shall not be measured.
13. No edge line striping through any roadway entry/exit adjacent to the striped roadway. No centerline or edge line striping will be allowed through all other intersections, low water crossings, or cattle guards.

Answers to any questions received will be sent to all bidders no later than October 22, 2020 at 3 pm. The successful bidder will have 4 weeks from the date notice to proceed is given to complete the project. A performance bond will not be required for this project if the contractor

› **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

› **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 one (1) 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.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, **in duplicate**. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (**page 9**). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (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.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened, they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The ~~surety and the~~ form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the ~~surety bond or~~ bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.

Payment

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-*Not Required if Contractor chooses not to take a payment draw*
- Labor and Materials Bond-*Not Required if Contractor chooses not to take a payment draw*
- Contract Performance Warranty

BIDDING SCHEDULE

GILA COUNTY STRIPING PROJECT

Informal Bid Request 101420IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Traffic Safety Inc

TOTAL CONTRACT PRICE, for the sum of \$ 85,945.41

WRITTEN TOTAL CONTRACT PRICE

Eighty Five Thousand Nine Hundred Forty Five Dollars
and Forty One Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

**GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM**

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Traffic Safety Inc Phone: 928-775-0813
8901 E Laredo Dr
Prescott Valley AZ 86314

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 0.88
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. **Current Arizona Contractor License Number:** RPA KE-114646


Signature of Authorized Representative

Russel Hardy
Printed Name

President
Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** City of Prescott AZ
Contact: Steve Guizo
Phone: 928-777-1130
Address: 433 N Virginia St. Prescott AZ 86301

2. **Company:** Yavapai County AZ
Contact: Jonathan David
Phone: 928-775-7518
Address: 1100 Commerce Dr Prescott AZ 86305

3. **Company:** C and E Paving
Contact: Corky Heckethorn
Phone: 928-774-4133
Address: 4740 Heckethorn Rd Flagstaff AZ 86001

4. **Company:** Cactus Asphalt
Contact: Chris Balke
Phone: 623-907-2800
Address: 8211 W Sherman St Telleron AZ 85353

Traffic Safety Inc

Name of Business



Signature of Authorized Representative

President

Title

**GILA COUNTY
SURETY (BID) BOND**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**NOT REQUIRED FOR THIS
BID**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

by Attorney-in-Fact

Title

**Address, Attorney-in-Fact
Subscribed and sworn to before me**

This _____ day of _____, 2020

**My commission expires: _____
Notary Public**

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

Traffic Safety Inc
Name of Firm


By: (Signature)

President
Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Russel Hardy President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year with the option of three (3) one (1) year extensions if agreed by both parties.

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.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal

immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ _____ including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Contracting Company Name

Authorized Representative Signature

Print Name

GILA COUNTY:

James Menlove, County Manager

Date

CONTRACT PERFORMANCE WARRANTY

I, Russel Hardy, representing
Traffic Safety Inc (company name)

do hereby warranty the work performed for the:

GILA COUNTY STRIPING PROJECT -GLOBE, AZ

for a period of one year from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.



(Officer, Partner, Owner)

November 4, 2020
Date

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY STRIPING PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

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

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,
and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY STRIPING PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

Witness our hands this _____ day of _____, 20 _____

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

BIDDING SCHEDULE

**GILA COUNTY STRIPING PROJECT
Informal Bid Request 101420IBR**

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Franklin Striping Inc

TOTAL CONTRACT PRICE, for the sum of \$ 153,638.⁷²

WRITTEN TOTAL CONTRACT PRICE

One Hundred Fifty-Three Thousand Six Hundred Thirty-Eight Dollars
and Seventy-Three Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020

LOCATION	YELLOW Footage (linear ft) *2	YELLOW Strip Line	WHITE Footage (ft*2)	WHITE Footage (ft)	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
GLOBE							
Russell Road (from city limits to Golden Hill Road)	2,006.40		2,006.40		4,012.80	.16	.16
Russell Road (from roberts to FS 55)	27,772.80		27,772.80	200.00	55,745.60	.16	.16
Wallman Road	9,715.20		9,715.20		19,430.40	.16	.16
Bibby Road	23,850.00				23,850.00	.16	.16
Main St.	2,536.00		2,536.00		5,072.00	.16	.16
Roberts Drive	5,068.00				5,068.00	.16	.16
Copper Hills Road	23,970.00				23,970.00	.16	.16
Beer Tree Crossing	1,480.00		740.00		2,220.00	.16	.16
Saguaro Drive	4,114.60		4,114.60		8,229.20	.16	.16
FS 55	38,228.00		38,228.00		76,456.00	.16	.16
Railroad Avenue (From Ragus Road to Old Oak, Pine way St. to Calle de Luna)	15,842.00		7,921.00		23,763.00	.16	.16
Hope Ln	8,156.00				8,156.00	.16	.16
Rose Motford Way	2,120.00		1,060.00		3,180.00	.16	.16
Beaich Blvd	3,273.60		3,273.60		6,547.20	.16	.16
Locomotive (from Old Oak to Pineway St.)	5,926.40		2,963.20		8,889.60	.16	.16
Ragus Road (from city limits to Railroad Ave)	3,486.00				3,486.00	.16	.16
Golden Hill Road (from Russell Road to Main Street)	6,336.00		6,336.00		12,672.00	.16	.16
ROOSEVELT							
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00	.16	.16
F.S. 449- Estates Access	5,188.00				5,188.00	.16	.16
TONTO BASIN							
FS 71-Greenback Valley Road	10,176.00				10,176.00	.16	.16
FS 60-Across Road	9,920.00				9,920.00	.16	.16
PAYSON							
Christopher Creek Loop	22,072.00		22,072.00		44,144.00	.16	.16
FS 113-Hunter Creek Drive	4,119.00				4,119.00	.16	.16
Sycamore Ln. (Gisela)	1,604.00				1,604.00	.16	.16
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00	.16	.16
FS 64-Control Rd	21,542.40		21,542.40		43,084.80	.16	.16

GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

FRANKLIN STRIPING INC

2832 S 45th STREET PHOENIX AZ 85040

OFFICE 480-898-1180 CELL 602-695-9748

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 1.84 (LETTER CAN BE PROVIDED FROM INS AGENT)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. **Current Arizona Contractor License Number:** 115703 A-15



Signature of Authorized Representative

RANDY FRANKLIN

Printed Name

PRESIDENT / CEO

Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** VIASUN CORPORATION
Contact: ROLANDO PEREZ
Phone: 480-268-9669 EMAIL rolando@viasuncorp.com
Address: 3621 E SUPERIOR PHOENIX AZ 85040

2. **Company:** TOWN OF FLORENCE
Contact: DAN CISCO email dan.cisco@florenceaz.com
Phone: 520-251-0732
Address: 425 E RUGGLES, FLORENCE AZ 85132

3. **Company:** SOUTHWEST SLURRY
Contact: DARRYN OLSON
Phone: 623-582-1919 EMAIL darryno@southwestslurryseal.com
Address: 22855 N 21st AVE PHOENIX AZ 85027

4. **Company:** SUNLAND ASPHALT
Contact: CATHY DUNBAR
Phone: 602-288-5005 EMAIL CDUNBAR@SUNLANDASPHALT.COM
Address: 775 W ELWOOD ST, PHOENIX AZ 85041

FRANKLIN STRIPING INC

Name of Business



Signature of Authorized Representative

PRESIDENT / CEO

Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: MARICOPA)

(Name of Individual)
being first duly sworn, deposes and says:

That he/she is

PRESIDENT / CEO

(Title)

of _____ and
FRANKLIN STRIPING INC

(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 101420 AND GILA COUNTY STRIPING PROJECT , Globe, AZ** and,
That neither he/she nor anyone associated with the said BID REQUEST #101420

FRANKLIN STRIPING INC

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

FRANKLIN STRIPING INC
Name of Business

By

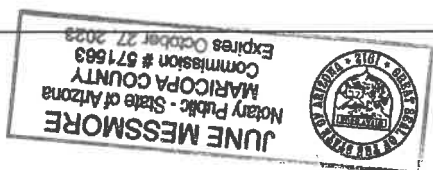
RANDY FRANKLIN PRESIDENT / CEO

Title

Subscribed and sworn to before me this 28th day of OCTOBER, 2020.

Jane Messmore
Notary Public

My Commission expires: 10/27/2023



**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

FRANKLIN STRIPING INC

Name of Firm



By: (Signature)

RANDY FRANKLIN PRESIDENT / CEO

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS


The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

RANDY FRANKLIN PRESIDENT / CEO

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.

CONTRACT PERFORMANCE WARRANTY


I, RANDY FRANKLIN, representing
FRANKLIN STRIPING INC (company name)

do hereby warranty the work performed for the:

GILA COUNTY STRIPING PROJECT -GLOBE, AZ

for a period of **one year** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.



(Officer, Partner, Owner)

10/28/2020
Date



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #1:

DATE: 10/15/20

CLARIFICATIONS:

- 1. On page 3 of the IBR , last paragraph, incomplete sentence corrected to read :**

A performance bond will not be required for this project if the contractor chooses not to take a draw.

- 2. Attached is the corrected page 20 CONTRACT PERFORMANCE WARRANTY.
Period of warranty changed from two years to one-year. This should be replaced in the Informal Bid Request.**



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:

DATE: 10/28/20

CLARIFICATIONS:

- 1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.**
- 2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.**

BIDDING SCHEDULE

GILA COUNTY STRIPING PROJECT

Informal Bid Request 101420IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Franklin Striping Inc

TOTAL CONTRACT PRICE, for the sum of \$ 153,638.⁷²

WRITTEN TOTAL CONTRACT PRICE

One Hundred Fifty-Three Thousand Six Hundred Thirty-Eight Dollars
and Seventy-Three Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020

LOCATION	YELLOW Footage (linear ft) *2	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
GLOBE							
Russell Road (from city limits to Golden Hill Road)	2,006.40		2,006.40		4,012.80	\$.16	\$.16
Russell Road (from roberts to FS 55)	27,772.80		27,772.80	200.00	55,745.60	\$.16	\$.16
Wellman Road	9,715.20		9,715.20		19,430.40	\$.16	\$.16
Bibby Road	23,850.00				23,850.00	\$.16	\$.16
Main St.	2,536.00		2,536.00		5,072.00	\$.16	\$.16
Roberts Drive	5,068.00				5,068.00	\$.16	\$.16
Copper Hills Road	23,970.00				23,970.00	\$.16	\$.16
Beer Tree Crossing	1,480.00		740.00		2,220.00	\$.16	\$.16
Saguaro Drive	4,114.60		4,114.60		8,229.20	\$.16	\$.16
FS 55	38,228.00		38,228.00		76,456.00	\$.16	\$.16
Railroad Avenue (from Rogus Road to Old Oak, Pine way St. to Calle de Loma)	15,842.00		7,921.00		23,763.00	\$.16	\$.16
Hope Ln	8,156.00				8,156.00	\$.16	\$.16
Rose Morford Way	2,120.00		1,060.00		3,180.00	\$.16	\$.16
Besich Blvd	3,273.60		3,273.60		6,547.20	\$.16	\$.16
Locomotive (from Old Oak to Pineway St.)	5,926.40		2,963.20		8,889.60	\$.16	\$.16
Rogus Road (from city limits to Railroad Ave)	3,486.00				3,486.00	\$.16	\$.16
Golden Hill Road (from Russell Road to Main Street)	6,336.00		6,336.00		12,672.00	\$.16	\$.16
ROOSEVELT							
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00	\$.16	\$.16
F.S. 449- Estates Access	5,188.00				5,188.00	\$.16	\$.16
TONTO BASIN							
FS 71-Greenback Valley Road	10,176.00				10,176.00	\$.16	\$.16
FS 60-Across Road	9,920.00				9,920.00	\$.16	\$.16
PAYSON							
Christopher Creek Loop	22,072.00		22,072.00		44,144.00	\$.16	\$.16
FS 113-Hunter Creek Drive	4,119.00				4,119.00	\$.16	\$.16
Sycamore Ln. (Gisela)	1,604.00				1,604.00	\$.16	\$.16
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00	\$.16	\$.16
FS 64-Control Rd	21,542.40		21,542.40		43,084.80	\$.16	\$.16

**GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM**

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

FRANKLIN STRIPING INC

2832 S 45th STREET PHOENIX AZ 85040

OFFICE 480-898-1180 CELL 602-695-9748

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 1.84 (LETTER CAN BE PROVIDED FROM INS AGENT)
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. **Current Arizona Contractor License Number:** 115703 A-15



Signature of Authorized Representative

RANDY FRANKLIN

Printed Name

PRESIDENT / CEO

Title

GILA COUNTY
REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** VIASUN CORPORATION
Contact: ROLANDO PEREZ
Phone: 480-268-9669 EMAIL rolando@viasuncorp.com
Address: 3621 E SUPERIOR PHOENIX AZ 85040

2. **Company:** TOWN OF FLORENCE
Contact: DAN CISCO email dan.cisco@florenceaz.com
Phone: 520-251-0732
Address: 425 E RUGGLES, FLORENCE AZ 85132

3. **Company:** SOUTHWEST SLURRY
Contact: DARRYN OLSON
Phone: 623-582-1919 EMAIL darryno@southwestslurryseal.com
Address: 22855 N 21st AVE PHOENIX AZ 85027

4. **Company:** SUNLAND ASPHALT
Contact: CATHY DUNBAR
Phone: 602-288-5005 EMAIL CDUNBAR@SUNLANDASPHALT.COM
Address: 775 W ELWOOD ST, PHOENIX AZ 85041

FRANKLIN STRIPING INC

Name of Business


Signature of Authorized Representative

PRESIDENT / CEO

Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: MARICOPA)

(Name of Individual)
being first duly sworn, deposes and says:

That he/she is

PRESIDENT / CEO

(Title)

of _____ and
FRANKLIN STRIPING INC

(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 101420 AND GILA COUNTY STRIPING PROJECT, Globe, AZ** and,
That neither he/she nor anyone associated with the said BID REQUEST #101420

FRANKLIN STRIPING INC

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

FRANKLIN STRIPING INC
Name of Business

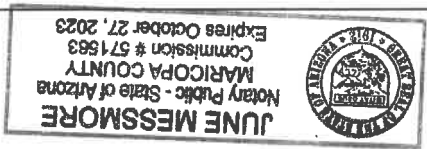
By

RANDY FRANKLIN PRESIDENT / CEO
Title

Subscribed and sworn to before me this 28th day of OCTOBER, 2020.

June Messmore
Notary Public

My Commission expires: 10/27/2023



**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

FRANKLIN STRIPING INC

Name of Firm



By: (Signature)

RANDY FRANKLIN PRESIDENT / CEO

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

RANDY FRANKLIN PRESIDENT / CEO

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #1:

DATE: 10/15/20

CLARIFICATIONS:

- 1. On page 3 of the IBR , last paragraph, incomplete sentence corrected to read :**

A performance bond will not be required for this project if the contractor chooses not to take a draw.

- 2. Attached is the corrected page 20 CONTRACT PERFORMANCE WARRANTY.
Period of warranty changed from two years to one-year. This should be replaced
in the Informal Bid Request.**



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:
DATE: 10/28/20

CLARIFICATIONS:

1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.
2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:

DATE: 10/28/20

CLARIFICATIONS:

- 1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.**
- 2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.**

GILA COUNTY



Tommie C. Martin, District I Supervisor
Timothy Humphrey, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager
Mary Springer, Finance Director

INFORMAL BID REQUEST NO. 101420IBR GILA COUNTY STRIPING PROJECT

Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors to professionally install pavement markings on various roadways throughout Gila County.

Informal bid requests for the material or services as specified will be received by Gila County Finance until the time and date cited. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered.

BID SUBMITTAL DUE DATE:

4:00 PM, Wednesday, October 28, 2020

Please submit the **Contract Forms**, in duplicate, with original signatures on both sets, in a sealed envelope: The words "Informal Bid Request" with Bid Title "GILA COUNTY STRIPING PROJECT", Bid No. "101420IBR", date "October 28, 2020", and time "4:00 PM AZ Time", shall be written on the envelope. Faxed or emailed bid proposals will not be accepted.

Sealed Bid proposals may be mailed, or hand delivered to:

DELIVERY ADDRESS: GILA COUNTY FINANCE
ATTN: BETTY HURST
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

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.

Questions regarding the technical aspects of this request should be directed to Shannon Coons 928-402-8521.

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NOTE: IF BONDS ARE REQUIRED, THIS NOTATION WOULD BE REMOVED

GILA COUNTY STRIPING PROJECT
Informal Bid Request 101420IBR

SCOPE OF WORK

1. Paint used shall meet the following specifications: -- TTP 1952E, Type III, waterborne high build traffic paint.
2. The glass beads will be mechanically applied at the rate of 6-8 lbs./gallon of yellow/white paint. (Hand spreading will not be allowed.) Beads shall meet ADOT 708 Specifications or Federal Spec. TTP 1325D Type I.
3. The paint shall be applied at the rate of 250 to 300 feet per gallon for a solid 4", yellow or white line.
4. The yellow and white stripes shall be 4" in width. In the case of wider stripes, item 9 below applies. Where skip dash is applied, the dash will be 10' long with a 30' skip.
5. Project must be complete within four (4) weeks of contract acceptance. Once a mobilization for striping work is started, it shall be completed at that time. Unit cost assumes one mobilization for the striping work.
6. The county will pre-sweep the areas designated to be striped prior to the application of the paint. Striping shall be initiated within 30 days of the completion of sweeping of those areas to be striped.
7. The painting machine shall be truck mounted with appropriate amber warning beacons.
8. Signing and cone placement shall be appropriate to advise drivers to stay off the wet paint. **Claims of paint damage to vehicles will be referred to the vendor.**
9. Where lines are wider than that of 4", such as turn lanes or areas with designated centerline stripes with greater widths, they shall be paid for using the 4" wide stripe unit cost prorated for greater width. Example: 8" wide lines will be paid at 2 times the cost of a 4" wide line.
10. Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor.
11. **Traffic Control:** Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI. **Contractor must maintain traffic flow; total street closures are not allowed.**
12. **Method of Measurement:** This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. Double lines shall be measured as one line. Any repair work ordered by the Engineer shall not be measured.
13. No edge line striping through any roadway entry/exit adjacent to the striped roadway. No centerline or edge line striping will be allowed through all other intersections, low water crossings, or cattle guards.

Answers to any questions received will be sent to all bidders no later than October 22, 2020 at 3 pm. The successful bidder will have 4 weeks from the date notice to proceed is given to complete the project. A performance bond will not be required for this project if the contractor

› **CLEAN UP**

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all materials not incorporated in the work from the site of the work.

› **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 one (1) 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.

› **QUALITY OF STANDARDS OF MATERIAL**

If desired by the County, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the County to determine that the material(s)/service(s) submitted conforms to the specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

› **TAXES**

The Contractor shall be responsible for payment of any and all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bid proposals will be evaluated and recommended for award based on the total bid cost including tax.

INSTRUCTION TO BIDDERS

Preparation of Bid

The bidder shall submit his bid proposal on the forms furnished in the Informal Bid Document, in duplicate. Both copies of the entire Bid packet, as identified as "Contract Forms" on Page 8, shall have original signatures. The Contract included in this Bid packet, will serve as the Contract to be executed upon award. All blank spaces in the forms must be correctly filled in where indicated. The TOTAL AMOUNT bid shall be stated in both WORDS and NUMERALS (page 9). In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his bid proposal correctly and in ink. If the bid proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the bid proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

Bid Proposal Guaranty

~~Each bid proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.~~

Delivery of Proposal

Each bid proposal submitted shall be placed in a sealed envelope plainly marked with the project number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the Informal Bid packet before the time specified. Bid proposals received after the specified time shall be returned to the bidder unopened.

Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one bid proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the County in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the Informal Bid packet before the time specified for receipt of bids.

Disqualification of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- (a) Submitting more than one bid proposal from the same partnership, firm, or corporation under the same or different name.
- (b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the County until any such participating bidder has been reinstated by the County as a qualified bidder.
- (c) Failure to submit all the required official bid forms. All forms must contain original signatures.

Protests

Only other bidders submitting a bid proposal on this project have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Board of Supervisors. A protest must be in writing and must include:

- (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.

Safety and Loss Control

Each employee of the Contractor and Sub-Contractor shall read the County Safety & Loss Control Procedures book and sign an acknowledgement form.

Registered / Licensed

To be considered responsive, Contractors must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

AWARD AND EXECUTION OF CONTRACT

Consideration of Bid Proposals

After the bid proposals are opened, they will be compared on the basis of the lump sum bid amount.

Until the award of a contract is made, the County reserves the right to reject any or all bid proposals; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall promote the County's best interests.

Award of Contract

The contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award

The County reserves the right to cancel the award without liability to the bidder, ~~except return of bid proposal guaranty~~, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish the County ~~surety bond or~~ bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The ~~surety and the~~ form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the ~~surety bond or~~ bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.

Execution of Contract

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed ~~surety bond or~~ bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

Failure to Execute Contract

Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish acceptable ~~surety bond or~~ bonds within the 10-calendar-day period specified shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.

Payment

Gila County employs a "Net 30" payment term meaning that payment will be issued 30 days from the date Gila County receives the vendors invoice. Except as otherwise provided in the Purchase Order, the price includes all applicable Federal, State and local taxes.

If County receives a Preliminary Lien Notice from subcontractor or material supplier, the Contractor will provide Lien Waivers prior to Contractor receiving payment.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-*Not Required if Contractor chooses not to take a payment draw*
- Labor and Materials Bond-*Not Required if Contractor chooses not to take a payment draw*
- Contract Performance Warranty



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #2:

DATE: 10/28/20

CLARIFICATIONS:

- 1. Please note that the due date for the Informal Bid Request has been extended to November 4, 2020 at 4 P.M.**
- 2. To avoid confusion in the bid by the vendors, we will show the linear feet of each stripe of color for each road. Therefore, the change in the attached updated 'Exhibit A' reflects those amounts.**

BIDDING SCHEDULE

GILA COUNTY STRIPING PROJECT

Informal Bid Request 101420IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: Pavement Marking, LLC

TOTAL CONTRACT PRICE, for the sum of \$ \$96,013.20

WRITTEN TOTAL CONTRACT PRICE

Ninety six thousand thirteen Dollars
and twenty Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

**GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM**

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Pavement Marking, LLC

8949 S. Beck Ave. Tempe, AZ 85284

(480) 598-0872

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating for AZ: 0.85
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number: 280635



Signature of Authorized Representative

Bill Savory

Printed Name

VP of Finance & Operations

Title



QUOTATION

10/28/2020

Quotation Expires in 45 Days

RE : Gila County Striping Project

Project Number : Gila County 101420IBR

Bid Date : **10/28/2020**

Bid Number : 201235

Attn : Estimating Department

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
01	Solid Yellow Hi Build Paint 4" Equiv	640,110 LF	\$0.100	\$64,011.04
02	Broken Yellow Hi Build Paint 4" Equiv	7,056 LF	\$0.100	\$705.60
03	Solid White Hi Build Paint 4" Equiv	312,766 LF	\$0.100	\$31,276.56
04	Solid White 8" Hi Build Paint 4" Equiv	200 LF	\$0.100	\$20.00
Total Bid:				\$96,013.20

BID CONDITIONS

Our Quotation Excludes the Following : Survey, Sweeping, Seal Coat for Stripe Obliteration, Permits, Bond, As-Built Drawings. Contractor to supply water and debris dump location on jobsite.

Striping survey is required per ADOT Specification 925-3. Payment Terms Net 30 Days. A minimum of 14 days notice required prior to starting work.

GENERAL INFORMATION

Insurance:	Travelers	Workman's Comp:	Travelers
Policy #:	6F703863	Federal ID Number:	86-0679854
General Aggregate:	\$2,000,000.00	AZ Tax :	86-0679854
ProdCmp/Ops Aggregate:	\$2,000,000.00	Bond Rate:	\$15.00/1000.00 (Minimum \$100.00)
Auto/Sgl Limit Liability:	\$1,000,000.00	Contractor's License:	280635
Umbrella:	\$5,000,000.00		201235

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020									
LOCATION	YELLOW Footage (linear ft) *2	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (ft")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF		
GLOBE									
Russell Road (from city limits to Golden Hill Road)	2,006.40		2,006.40		4,012.80	\$0.10	\$0.10		
Russell Road (From roberts to FS 55)	27,772.80		27,772.80	200.00	55,745.60	\$0.10	\$0.10		
Walliman Road	9,715.20		9,715.20		19,430.40	\$0.10	\$0.10		
Bixby Road	23,850.00				23,850.00	\$0.10	\$0.10		
Main St.	2,536.00		2,536.00		5,072.00	\$0.10	\$0.10		
Roberts Drive	5,068.00				5,068.00	\$0.10	\$0.10		
Copper Hillis Road	23,970.00				23,970.00	\$0.10	\$0.10		
Beer Tree Crossing	1,480.00		740.00		2,220.00	\$0.10	\$0.10		
Saguaro Drive	4,114.60		4,114.60		8,229.20	\$0.10	\$0.10		
FS 55	38,228.00		38,228.00		76,456.00	\$0.10	\$0.10		
Railroad Avenue (From Ragus Road to Old Oak, Pine way St. to Calle de Loma)	15,842.00		7,921.00		23,763.00	\$0.10	\$0.10		
Hope Ln	8,156.00				8,156.00	\$0.10	\$0.10		
Rose Mafford Way	2,120.00		1,060.00		3,180.00	\$0.10	\$0.10		
Besich Blvd	3,273.60		3,273.60		6,547.20	\$0.10	\$0.10		
Locomotive (from Old Oak to Pineway St.)	5,926.40		2,963.20		8,889.60	\$0.10	\$0.10		
Ragus Road (from city limits to Railroad AVE)	3,486.00				3,486.00	\$0.10	\$0.10		
Golden Hill Road (from Russell Road to Main Street)	6,336.00		6,336.00		12,672.00	\$0.10	\$0.10		
ROOSEVELT									
Roosevelt Estates Road	11,532.00		11,532.00		23,064.00	\$0.10	\$0.10		
F.S. 449- Estates Access	5,188.00				5,188.00	\$0.10	\$0.10		
TONTO BASIN									
FS 71-Greenback Valley Road	10,176.00				10,176.00	\$0.10	\$0.10		
FS 60-Across Road	9,920.00				9,920.00	\$0.10	\$0.10		
PAYSON									
Christopher Creek Loop	22,072.00		22,072.00		44,144.00	\$0.10	\$0.10		
FS 113-Hunter Creek Drive	4,119.00				4,119.00	\$0.10	\$0.10		
Sycamore Ln. (Gisela)	1,604.00				1,604.00	\$0.10	\$0.10		
Tonto Creek Dr. (Gisela)	5,372.00				5,372.00	\$0.10	\$0.10		
FS 64-Control Rd	21,542.40		21,542.40		43,084.80	\$0.10	\$0.10		

EXHIBIT 'A' ROADS FOR STRIPING - UPDATED 10-28-2020		YELLOW Footage (linear ft) *2	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (\$")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
LOCATION								
Houston Mesa Road (from City limits to Whispering Pines)		96,852.00				96,852.00	\$0.10	\$0.10
Gibson Ranch Road		27,034.00				27,034.00	\$0.10	\$0.10
Gisela Road		55,230.00		55,230.00		110,460.00	\$0.10	\$0.10
FS 491-Colcord Rd		35,156.00		35,156.00		70,312.00	\$0.10	\$0.10
<u>PINE / STRAWBERRY</u>								
Fossil Creek Road (SR 87 to Cattle Guard)		26,412.00		26,412.00		52,824.00	\$0.10	\$0.10
Fossil Creek Road (Cattle Guard to End of Pavement)		13,032.00				13,032.00	\$0.10	\$0.10
Old County Rd		4,870.00				4,870.00	\$0.10	\$0.10
Cedar Meadow Lane		3,768.00				3,768.00	\$0.10	\$0.10
Ralls Dr.		11,810.00				11,810.00	\$0.10	\$0.10
Bradshaw Dr.		16,652.00				16,652.00	\$0.10	\$0.10
Southard Dr.		650.00				650.00	\$0.10	\$0.10
Whispering Pine Rd.		13,280.00				13,280.00	\$0.10	\$0.10
Pine Creek Canyon Rd		10,020.00				10,020.00	\$0.10	\$0.10
Fuller Road		4,616.00				4,616.00	\$0.10	\$0.10
Hardscrabble Mesa Road		10,590.00				10,590.00	\$0.10	\$0.10
Mistletoe Dr		10,944.00				10,944.00	\$0.10	\$0.10
Holly Drive		4,032.00				4,032.00	\$0.10	\$0.10
<u>YOUNG</u>								
FS 512 (from 260 to FS 33 Mule Springs)		19,756.00	7,056.00	34,064.40		60,876.40	\$0.10	\$0.10
Total 4" yellow footage		640,110.40	7,056.00	312,675.60	Total 8" white	960,042.00		
Total 4" skip					200.00			

**GILA COUNTY
REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Town of Gilbert Public Works Department (Street Division)
Contact: Demetrius Fernandez
Phone: 480-283-4972
Address: 900 E. Juniper Ave. Gilbert, AZ 85234

2. **Company:** Pinal County Public Works Annual Striping
Contact: Joseph Ramirez
Phone: 520-251-2301
Address: 140 N. Florence Street Building F Florence, AZ 85132

3. **Company:** Yuma County Public Works Department Annual Striping
Contact: Eddie Padilla
Phone: 928-210-6553
Address: 4343 S. Avenue 5 1/2 E. Yuma, AZ 85365

4. **Company:** AZ Department of Transportation
Contact: Brad Bowyer
Phone: 928-200-4640
Address: Globe, AZ

Pavement Marking, LLC

Name of Business


Signature of Authorized Representative

VP of Finance & Operations

Title

GILA COUNTY
SURETY (BID) BOND

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**NOT REQUIRED FOR THIS
BID**

NOW THEREFORE, if the Obligee, acting by and through its County Engineer, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal

Surety

By

by Attorney-in-Fact

Title

Address, Attorney-in-Fact

Subscribed and sworn to before me

This _____ day of _____, 2020

My commission expires: _____

Notary Public

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

Bill Savory

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is VP of Finance & Operations

(Title)

of Pavement Marking, LLC and

(Name of Business)

That he/she is bidding on **Gila County Informal Bid Request 101420 AND GILA COUNTY STRIPING PROJECT, Globe, AZ** and,

That neither he/she nor anyone associated with the said _____

Pavement Marking, 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 project.

Pavement Marking, LLC

Name of Business

[Signature]

By

VP of Finance & Operations

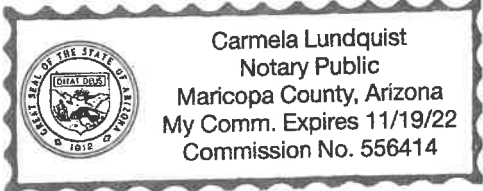
Title

Subscribed and sworn to before me this 26th day of October, 2020.

[Signature]

Notary Public

My Commission expires: 11-19-2022



**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

Pavement Marking, LLC

Name of Firm

By: (Signature)

VP of Finance & Operations

Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Bill Savory - VP of Finance & Ops.

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.

**GILA COUNTY
CONTRACT NO. 101420IBR**

THIS AGREEMENT, made and entered into this 26th day of October, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Maricopa of the City of Tempe, State of Arizona hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 101420IBR, GILA COUNTY STRIPING PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year with the option of three (3) one (1) year extensions if agreed by both parties.

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.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal

immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 96,013.20 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

Pavement Marking, LLC

Contracting Company Name


Authorized Representative Signature
Bill Savory

Print Name

GILA COUNTY:

James Menlove, County Manager

Date

CONTRACT PERFORMANCE WARRANTY


I, Bill Savory, representing
Pavement Marking, LLC (company name)

do hereby warranty the work performed for the:

GILA COUNTY STRIPING PROJECT -GLOBE, AZ

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.



(Officer, Partner, Owner)

10/26/2020
Date

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:

That,

_____, (hereinafter called the Principal), as Principal,

and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY STRIPING PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

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

Principal Seal

By:

Surety Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number

**STATUTORY LABOR AND MATERIALS BOND
PURSANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF
THE ARIZONA REVISED STATUTES
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS:
That,

_____, (hereinafter called the Principal), as Principal,
and

(hereinafter called Surety), a corporation duly organized and existing the laws of the State of _____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount) _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GILA COUNTY STRIPING PROJECT**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

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

Witness our hands this _____ day of _____, 20 _____

Principal

Seal

By:

Surety

Seal

By:

Agency of Record

Agency Address

Arizona Countersignature

Address

Phone Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Casualty Ins Co of America		19046
INSURER B : The Charter Oak Fire Insurance Company		25615
INSURER C : Travelers Indemnity Company of America		25666
INSURER D : Great American Insurance Company		16691
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 17087985 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	DT-CO-3N820403	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	810-3N895923	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	N	N	TUU 4260692 06	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-2R168092	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: County of Gila is an additional insured on general and automobile liability on a primary and non-contributory basis if required by written contract. Waiver of subrogation on workers' compensation in favor of the additional insureds where allowable by law. 30 day notice of cancellation given to the holder except for 10 days due to non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

17087985 County of Gila 1400 East Ash Street Globe AZ 85501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph M. Agnello</i>

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CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth here in full.

- Bidding Schedule
- Qualification & Certification
- Reference List
- ~~Bid Bond~~
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract
- Contract Performance Bond-*Not Required if Contractor chooses not to take a payment draw*
- Labor and Materials Bond-*Not Required if Contractor chooses not to take a payment draw*
- Contract Performance Warranty

BIDDING SCHEDULE

GILA COUNTY STRIPING PROJECT

Informal Bid Request 101420IBR

We agree to provide all work and material necessary to complete the project as shown on the plans and specifications for the following Contract Price:

VENDOR NAME: SUNLINE CONTRACTING, LLC.

TOTAL CONTRACT PRICE, for the sum of \$ 152,387.97

WRITTEN TOTAL CONTRACT PRICE

ONE HUNDRED FIFTY TWO THOUSAND, THREE HUNDRED EIGHTY-SEVEN Dollars
and NINETY-SEVEN Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work or material increased or decreased at the Bid Price.

The total lump sum amount shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Informal Bid. All taxes shall be included in price being proposed.

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

**GILA COUNTY
QUALIFICATION AND CERTIFICATION FORM**

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.

Informal Bid Request 101420IBR

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

SUNLINE CONTRACTING, LLC.
820 N. 17th AVENUE
PHOENIX, AZ 85007

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor Experience Modifier (e-mod) Rating for AZ: 0.71
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: 254708



Signature of Authorized Representative

DAVID PORTER
Printed Name

MANAGING MEMBER
Title

**GILA COUNTY
REFERENCE LIST**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope, as this Invitation for Bids, during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** NAVAJO COUNTY PUBLIC WORKS
Contact: JAMES DESPAIN
Phone: 928-205-3499
Address: 100 W. PUBLIC WORKS DR., HOLBROOK, AZ 86025

2. **Company:** CITY OF CASA GRANDE
Contact: PEDRO APOACA
Phone: 520-421-8625 ext. 4840
Address: 3181 N. LEAR AVE, CASA GRANDE, AZ 85122

3. **Company:** TOWN OF FOUNTAIN HILLS
Contact: JUSTIN WELDY
Phone: 480-816-5133
Address: 16705 E. AVE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ 85268

4. **Company:** FNF CONSTRUCTION
Contact: MARTIN RAMIREZ
Phone: 480-784-2910
Address: 115 S. 48TH ST., TEMPE, AZ 85281

SUNLINE CONTRACTING, LLC.

Name of Business



Signature of Authorized Representative

MANAGING MEMBER

Title

**GILA COUNTY
CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **INFORMAL BID REQUEST 101420IBR GILA COUNTY STRIPING PROJECT**, my intention concerning subcontracting a portion of the work is as indicated below.

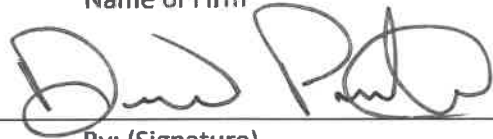
In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

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

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

SUNLINE CONTRACTING, LLC.

Name of Firm



By: (Signature)

MANAGING MEMBER

Title

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

DAVID PORTER / MANAGING MEMBER
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

I am unable to certify the above statements. My explanation is attached.

**GILA COUNTY
CONTRACT NO. 101420IBR**

THIS AGREEMENT, made and entered into this 28th day of OCTOBER, 2020, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and SUNLIFE CONTRACTING of the City of PHOENIX, State of ARIZONA, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 101420IBR, GILA COUNTY STRIPING PROJECT:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "~~Surety Bond~~", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

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

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. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ, and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Finance Department, Betty Hurst, 1400 E. Ash St., Globe, AZ. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

CANCELLATION: This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**. If this Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

TERM: The Contract commences on the date it is signed by the County Manager and remains in effect for a period of **one year with the option of three (3) one (1) year extensions** if agreed by both parties.

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.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal

CONTRACT PERFORMANCE WARRANTY


I, DAVID PORTER, representing
SUNLINE CONTRACTING, LLC. (company name)

do hereby warranty the work performed for the:

GILA COUNTY STRIPING PROJECT -GLOBE, AZ

for a period of ~~two years~~^{ONE YEAR} from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.



(Officer, Partner, Owner)

10/26/2020
Date



**GILA COUNTY
GILA COUNTY STRIPING PROJECT
INFORMAL BID REQUEST NO. 101420**

ADDENDUM #1:

DATE: 10/15/20

CLARIFICATIONS:

1. On page 3 of the IBR , last paragraph, incomplete sentence corrected to read :

A performance bond will not be required for this project if the contractor chooses not to take a draw.

**2. Attached is the corrected page 20 CONTRACT PERFORMANCE WARRANTY.
Period of warranty changed from two years to one-year. This should be replaced
in the Informal Bid Request.**

EXHIBIT 'A' ROADS FOR STRIPING

LOCATION	YELLOW Footage (linear ft)	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
GLOBE							
Russell Road (from city limits to Golden Hill Road)	1,004.00		2,006.40		3,010.40	\$ 0.32	\$ 0.16
Russell Road (From Roberts to FS 55)	13,887.00		27,772.80	200.00	41,859.80	\$ 0.32	\$ 0.16
Waillman Road	4,858.00		9,715.20		14,573.20	\$ 0.32	\$ 0.16
Bixby Road	11,925.00				11,925.00	\$ 0.32	\$ 0.16
Main St.	1,268.00		2,536.00		3,804.00	\$ 0.32	\$ 0.16
Roberts Drive	2,534.00				2,534.00	\$ 0.32	\$ 0.16
Copper Hills Road	11,985.00		739.20		11,985.00	\$ 0.32	\$ 0.16
Beer Tree Crossing	740.00		4,114.60		1,479.20	\$ 0.32	\$ 0.16
Saguaro Drive	2,058.00		38,228.00		6,172.60	\$ 0.32	\$ 0.16
FS 55	19,114.00				57,342.00	\$ 0.32	\$ 0.16
Railroad Avenue (From Rogus Road to Old Oak, Pineway St. to Calle de Loma)	3,961.00		7,921.00		11,882.00	\$ 0.32	\$ 0.16
Hope Ln	4,078.00				4,078.00	\$ 0.32	\$ 0.16
Rose Mofford Way	530.00		1,060.00		1,590.00	\$ 0.32	\$ 0.16
Basich Blvd	1,637.00		3,273.60		4,910.60	\$ 0.32	\$ 0.16
Locomotive (from Old Oak to Pineway St.)	1,482.00		2,963.20		4,445.20	\$ 0.32	\$ 0.16
Rogus Road (from city limits to Railroad Ave)	1,743.00				1,743.00	\$ 0.32	\$ 0.16
Golden Hill Road (from Russell Road to Main Street)	3,168.00		6,336.00		9,504.00	\$ 0.32	\$ 0.16
ROOSEVELT							
Roosevelt Estates Road	5,766.00		11,532.00		17,298.00	\$ 0.32	\$ 0.16
F.S. 449- Estates Access	2,594.00				2,594.00	\$ 0.32	\$ 0.16
TONTO BASIN							
FS 71-Greenback Valley Road	5,088.00				5,088.00	\$ 0.32	\$ 0.16
FS 60-Across Road	4,960.00				4,960.00	\$ 0.32	\$ 0.16
PAYSON							
Christopher Creek Loop	11,036.00		22,072.00		33,108.00	\$ 0.32	\$ 0.16
FS 113-Hunter Creek Drive	4,119.00				4,119.00	\$ 0.32	\$ 0.16
Sycamore Ln. (Gisela)	802.00				802.00	\$ 0.32	\$ 0.16
Tonto Creek Dr. (Gisela)	2,686.00				2,686.00	\$ 0.32	\$ 0.16

EXHIBIT 'A' ROADS FOR STRIPING

LOCATION	YELLOW Footage (linear ft)	YELLOW Skip Line	WHITE Footage (FT*2)	WHITE Footage (8")	TOTAL	\$ PRICE FOR YELLOW PER LF	\$ PRICE FOR WHITE PER LF
FS 64-Control Rd	10,772.00		21,542.40		32,314.40	\$ 0.32	\$ 0.16
Houston Mesa Road (from City limits to Whispering Pines)	48,426.00				48,426.00	\$ 0.32	\$ 0.16
Gibson Ranch Road	13,517.00				13,517.00	\$ 0.32	\$ 0.16
Gisela Road	27,615.00		55,230.00		82,845.00	\$ 0.32	\$ 0.16
FS 491-Colcord Rd	17,578.00		35,156.00		52,734.00	\$ 0.32	\$ 0.16
PINE / STRAWBERRY							
Fossil Creek Road (SR 87 to Cattle Guard)	13,206.00		26,412.00		39,618.00	\$ 0.32	\$ 0.16
Fossil Creek Road (Cattle Guard to End of Pavement)	6,516.00				6,516.00	\$ 0.32	\$ 0.16
Old County Rd	2,435.00				2,435.00	\$ 0.32	\$ 0.16
Cedar Meadow Lane	1,884.00				1,884.00	\$ 0.32	\$ 0.16
Ralls Dr.	5,905.00				5,905.00	\$ 0.32	\$ 0.16
Bradshaw Dr.	8,326.00				8,326.00	\$ 0.32	\$ 0.16
Southard Dr.	325.00				325.00	\$ 0.32	\$ 0.16
Whispering Pine Rd.	6,640.00				6,640.00	\$ 0.32	\$ 0.16
Pine Creek Canyon Rd	5,010.00				5,010.00	\$ 0.32	\$ 0.16
Fuller Road	2,308.00				2,308.00	\$ 0.32	\$ 0.16
Hardscrabble Mesa Road	5,295.00				5,295.00	\$ 0.32	\$ 0.16
Mistletoe Dr	5,472.00				5,472.00	\$ 0.32	\$ 0.16
Holly Drive	2,016.00				2,016.00	\$ 0.32	\$ 0.16
YOUNG							
FS 512(from 260 to FS 33 Mule Springs)	9,878.00	7,056.00	34,064.40		50,998.40	\$ 0.32	\$ 0.16
	Total 4" yellow footage	Total 4" skip	Total 4" white	Total 8" white	Total Feet		
	316,147.00	7,056.00	312,674.80	200.00	636,077.80		

EXHIBIT "K"

BID RESULTS



GILA COUNTY

BID

TITLE: Gila County Striping Project

BID

DUE

NO.: 101420

DATE: November 4, 2020

R
A
N
K
I
N
G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Pavement Marking LLC Marking	76,329.34	
2	Traffic Safety Inc	85,945.41	
3	Franklin Striping Inc	153,638.72	
4	Sunline Contracting LLC	152,387.97	
5	Pavement ^{Marking} Marking LLC	96,013.20 101,300.00	
6			
7			
8			
9			
10			

ARF-6368

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 06-30-21

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No.112920-*Replacement of Six (6) Sheriff's Office Patrol Vehicles*

Background Information

The advertisement for six new Ford Expedition Special Service Vehicles (SSVs) would allow the County General Services Fleet Division the ability to receive proposals from automobile suppliers and have the option to purchase up to six new units by June 30, 2021.

Evaluation

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for use by Sheriff Office patrol officers. These vehicles would replace units (B-107, B-108, B-120, B-127, B-128, and B-145) that are costing a lot of money in repairs and fuel and are at or above 200,000 miles as supported by Agile Fleet Data and current General Services Fleet Division Vehicle Replacement Plan Data. Vehicles (B-107, B-108, B-120, B-127, B-128, and B-145) will be used as a "trade-in" to prevent increasing the size of the fleet and will be disposed of at auction.

Conclusion

The vehicles that will be purchased with this solicitation will be used by the Sheriff's Office patrol officers to replace older vehicles that have met the requirements of the County and have exceeded the recommended replacement intervals.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 112920 for the purchase of six new Ford Expedition SSVs with installed equipment as outlined in the solicitation.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 112920-*Replacement of Six (6) Sheriff's Office Patrol Vehicles.* **(Steve Sanders)**

Attachments

Invitation for Bids No. 112920

Request to Advertise

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 112920

Replacement of Six (6) Sheriff's Office Patrol Vehicles



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Tommie C. Martin, Vice Chairman
Tim R. Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
112920**

BID DUE DATE: Tuesday, January 12, 2021

TIME: 3:00 PM

DESCRIPTION: Replacement of Six (6) Sheriff's Office Patrol Vehicles

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all 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 Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: December 22, 2020 and December 29, 2020

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 951-3705

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the Replacement of Six (6) Sheriff's Office Patrol Vehicles for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-19 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

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

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 22.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Replacement of Six (6) Sheriff's Office Patrol Vehicles", "Bid No. 112920", "January 12, 2021" and "3:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 3:00 P.M. AZ Time, Tuesday, January 12, 2021. Bids will be opened at 3:00 P.M., Tuesday, January 12, 2021.**

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

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" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 112920 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 112920, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

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

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The County, with or without cause, may terminate this contract at any time, 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.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Exhibit "B" Contract Award Agreement continued...

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Exhibit "B" Contract Award Agreement continued...

Indemnification Clause

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 112920

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of Six (6) Sheriff's Office Patrol Vehicles. This Invitation for Bid No. 112920 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2021. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2021**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, 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.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2021. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 112920 Replacement of Six (6) Sheriff's Office Patrol Vehicles

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

PRICE SHEET FOR SHERIFF OFFICE PATROL VEHICLE

DESCRIPTION: Six (6) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap
(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS Six (6) New Ford Expedition SSV, Police Vehicle Upfitting and Vehicle Wrap	MEETS <u>MINIMUM</u> SPECIFICATIONS	
	YES	NO
Exterior: Oxford White (YZ)		
Interior: Light Color (L)		
(L) XL Cloth Covered Front Bucket Seats Without Console		
Vinyl Covered Rear Bench Seat		
Power Features: Door Locks, Windows, Mirrors, Steering		
AM/FM Clock Radio/Stereo with SYNC		
Backup Camera		
Tilt Steering Wheel, Cruise Control		
Remote Keyless Entry; <i>Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation</i>		
102A Equip. Group, Skid Plates		
(99T) 3.5L ECO Gas Engine		
(U1G) 4X4 Drivetrain XL		
(44U) Automatic Transmission		
536 Trailer Tow Package – Heavy Duty Cooling System		
A/C – Front and Rear		
Front Tow Hooks		
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel		
Program Vehicle Lighting to “Blackout Mode”		
Jack and Tire Changing Tools		
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 112920

DESCRIPTION: Aftermarket Upfitting of Six (6) New Ford Expedition SSV's for Law Enforcement Use

PRICE SHEET FOR SHERIFF OFFICE PATROL VEHICLE UPFITTING

DESCRIPTION: Aftermarket Upfitting of Six (6) New Ford Expedition SSV's for Law Enforcement Use

(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS Aftermarket Upfitting of Six (6) New Ford Expedition SSV's for Law Enforcement Use	QUANTITY PER VEHICLE	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
Push Bumper			
Setina BK2168EPD18 PB450L4 Aluminum with LEDs	1		
Siren Speaker Mounted in Pushbumper			
ETSS100N 100J5 Series Professional Composite Speaker	1		
Headlight Flasher			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1		
Central Power Distribution and Timer System			
EX0009 Patrol Power Gen 1 Full Sized Panel	1		
Driver Side LED Spot Light			
W335PL-0002 Unity LED Spot Light, Post Mount Black 6" Housing	1		
189 Unity Installation Kit for Driver Side of Expedition	1		
Under Mirror Dual Color LEDs			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1		
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1		
Dual Color Light Bar			
ENFLBS1254 NFORCE 54" LIGHTBAR Front R/W B/W Rear R/A B/A	1		
Console And Accs.			
CC-MC-18 18" Console (7" slope front/11" level rear)	1		
AC-F-150-14-MNT Console Mount for Expedition	1		
7120-0723 Gamber Mic Clip Kit	2		
FP-ICOMA120 Icom A120 Aviation	1		
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1		
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1		
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1		
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1		
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1		
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1		
Computer Equipment			
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1		
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1		
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1		
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1		
Dual Gun Lock			
7010-3030-6 Dual Gun Lock GR3 with 2 SC-5HC	1		
Other Interior Equipment			
ECVDMLTAL00 Sound Off White/Red All LED Domelight-Universal	2		
75458 Stream Light 75458 DS LED HL Piggy Back	1		
B to C Pillar Equipment			
PK1174EPD18#8XL 75/25 Coated Poly Partition 2021 Ford	1		

Expedition		
PK0123EPD182ND 2018 Ford Expedition #12VS 2 ND Expanded Metal Partition	1	
WK0595EPD18 Poly Window Barrier 2021 Ford Expedition	1	
DK0598EPD18 Door Panels, VS Aluminum, 18+ Ford Expedition	1	
C – D Pillar Equipment		
225-2467-LO/2 Single Drawer Box 44" W x 42 ½" D x 16 ½" Tall	1	
225-2035 Custom Divider for Box Drawer	1	
Rear Side Window LEDs		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2	
PMP2BKDG AJ 90 deg Adjustable Mounting Bracket for mPower LED	2	
Under Spoiler LEDs		
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	4	
PMP2BKDG AJ 90 deg Adjustable Mounting Bracket for mPower LED	4	
Under Hatch LEDs		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	
PMP2BKDG AJ 90 deg Adjustable Mounting Bracket for mPower LED	2	
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	
8600 Magnetic Switch-NC	1	
Tail Flasher		
ETFBSN-P Sound Off Backflash Module. Ford	1	
Kustom Signal Radar Unit		
Kustom Signal CRS39 Eagle II Dual, KA-Band DCM w/TruTrak	1	
Cradle Point Antenna		
GLHPDLTEMIMO-LTW Dual LTE, 802.11ac Wi-Fi and GPS L1/GLONASS frequencies Antenna	1	
Prewire for Watchguard Video		
GPS Antenna	1	
Radio Equipment		
ANXMBD Double Shield 3/4" Hole NMO Style Brass Mount with 17' Teflex	4	
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	
Tint		
Window Tinting of Front Side Windows (2) Only	1	
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
SUB – TOTAL AMOUNT		\$
OTHER COSTS		\$
SALES TAX		\$
TOTAL AMOUNT OF DELIVERED VEHICLE		\$

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 112920

DESCRIPTION: Aftermarket Upfitting of Six (6) New Ford Expedition SSV's for Law Enforcement Use

PRICE SHEET FOR SHERIFF OFFICE PATROL VEHICLE WRAP

**DESCRIPTION: Aftermarket Vehicle Wrap of Six (6) New Ford Expedition SSV's for Law Enforcement Use
(SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)**

(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS Aftermarket Wrap of Six (6) New Ford Expedition SSV's for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) (WESTERN REPROGRAPHICS)	QUANTITY	MEETS <u>MINIIMUM</u> SPECIFICATIONS
		YES NO
SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam	6	
INSTALLATION Clean, Prep, Install, Finish	6	
SETUP Design Set:	1	
SUB – TOTAL AMOUNT	\$	
OTHER COSTS	\$	
SALES TAX	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

Western Reprographics LLC

461 N. Broad St
Globe, AZ 85501 US
(928) 425-0772
Sales@WesternRepro.com

Estimate



ADDRESS
Gila County Sheriff's Office 1100 E South St Globe, AZ 85501

SHIP TO
Gila County Sheriff's Office 1100 E South St Globe, AZ 85501

ESTIMATE #	DATE
4753	12/08/2020

P.O. NUMBER

Full Size SUV

DESCRIPTION	QTY	RATE	AMOUNT
SIGN:RTA Full Size SUV Pass. Side 3M EG Reflective Print / Overlam Driv. Side 3M EG Reflective Print / Overlam Rear 3M EG Reflective Print / Overlam	6		
INSTALLATION Clean, prep, install, finish	6		
Setup Design Set : Production; Artwork on File **No Charge**	1		

SUBTOTAL
TAX (8.9%)
TOTAL

Accepted By

Accepted Date

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)
of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 112920 - Replacement of Six (6) Sheriff's Office Patrol Vehicles and,**

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission expires:

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

.....I am unable to certify the above statements. My explanation is attached

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2021

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 112920 Replacement of Six (6) Sheriff's Office Patrol Vehicles.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 12, 2021, 11:00 A.M.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 112920 Replacement of Six (6) Sheriff's Office Patrol Vehicles

Firm Submitting Bid:

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

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 112920
Replacement of Six (6) Sheriff's Office Patrol Vehicles

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 112920 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 112920**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2021

GILA COUNTY BOARD OF SUPERVISORS:

Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-6369

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 06-30-21

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Request to Advertise Invitation for Bids No. 113020-*Replacement of One (1) Sheriff's Office CJEF (Criminal Justice Enhancement Fund) Vehicle*

Background Information

The advertisement for one (1) new Ford Expedition Special Service Vehicle (SSV) would allow the County General Services Fleet Division the ability to receive proposals from automobile suppliers and have the option to purchase up to one (1) new unit by June 30, 2021.

Evaluation

The vehicle mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office. This vehicle would replace the unit (A-204), a 1998 Ford Taurus with 150,386 miles that is costing a lot of money in repairs and fuel as supported by Agile Fleet Data and current General Services Fleet Division Vehicle Replacement Plan Data. Vehicle (A-204) will be used as a "trade-in" to prevent increasing the size of the fleet and will be disposed of at auction. CJEF funds will be used to pay for the vehicle.

Conclusion

The vehicle that would be purchased from this agenda request would be assigned to the Sheriff's Office and it would be paid to utilize CJEF funds.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 113020 for the purchase of one new Ford Expedition SSV unit with all equipment installed except radios which will be used by the Sheriff's Office.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No.113020-*Replacement of One (1) Sheriff's Office CJEF (Criminal Justice Enhancement Fund) Vehicle.* **(Steve Sanders)**

Attachments

Invitation for Bids No. 113020

Request to Advertise

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 113020

Replacement of One (1) Sheriff's Office CJEF Vehicle



BOARD OF SUPERVISORS

**Woody Cline, Chairman
Tommie C. Martin, Vice Chairman
Tim R. Humphrey, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
113020**

BID DUE DATE: Tuesday, January 12, 2021

TIME: 11:00 AM

DESCRIPTION: Replacement of One (1) Sheriff's Office CJEF Vehicle

**Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT
ATTN: BETTY HURST
COPPER BUILDING
1350 EAST MONROE GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all 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 Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: December 22, 2020 and December 29, 2020

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Fleet Management
Type of contract: Term
Term of Contract: Twelve Months
Phone Number: (928) 951-3705

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

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BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the Replacement of One (1) Sheriff's Office CJEF Vehicle for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

INSTRUCTIONS TO VENDORS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid

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

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 21.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Instructions to Vendors continued...

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Replacement of One (1) Sheriff's Office CJEF Vehicle", "Bid No. 113020", "January 12, 2021" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 11:00 A.M. AZ Time, Tuesday, January 12, 2021. Bids will be opened at 11:00 A.M., Tuesday, January 12, 2021.**

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Bids; or portions thereof; or
 3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

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" CONTRACT AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 113020 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids No. 113020, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

Contract Amendments

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

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Exhibit "B" Contract Award Agreement continued...

Contract Default

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The County, with or without cause, may terminate this contract at any time, 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.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Exhibit "B" Contract Award Agreement continued...

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

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

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Exhibit "B" Contract Award Agreement continued...

Indemnification Clause

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 113020

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Replacement of One (1) Sheriff's Office CJEF Vehicle. This Invitation for Bid No. 113020 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

SECTION 1.0

General:

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2021. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through June 30, 2021**, unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, 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.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

Exhibit "C" Minimum Specifications continued...

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than June 30, 2021. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.

- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 113020 Replacement of One (1) Sheriff's Office CJEF Vehicle

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:

2. Has Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - b. Gila County reserves the right to request additional information.

Signature of Authorized Person to Sign

Printed Name

Title

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

PRICE SHEET FOR SHERIFF OFFICE CJEF VEHICLE

DESCRIPTION: One (1) New Ford Expedition SSV, Police Vehicle and Upfitting
(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS One (1) New Ford Expedition SSV, Police Vehicle and Upfitting	MEETS <u>MINIMUM</u> SPECIFICATIONS
	YES NO
Exterior: Oxford White (YZ)	
Interior: Light Color (L)	
(L) XL Cloth Covered Front Bucket Seats Without Console	
Vinyl Covered Rear Bench Seat	
Power Features: Door Locks, Windows, Mirrors, Steering	
AM/FM Clock Radio/Stereo with SYNC	
Backup Camera	
Tilt Steering Wheel, Cruise Control	
Remote Keyless Entry; <i>Including 5 Entry and Ignition Keys/FOBS as Required For Entry And Operation</i>	
102A Equip. Group, Skid Plates	
(99T) 3.5L ECO Gas Engine	
(U1G) 4X4 Drivetrain XL	
(44U) Automatic Transmission	
536 Trailer Tow Package – Heavy Duty Cooling System	
A/C – Front and Rear	
Front Tow Hooks	
10 Ply All Terrain Tires (LT) with Full Size Spare Tire and Wheel	
Program Vehicle Lighting to “Blackout Mode”	
Jack and Tire Changing Tools	
SUB – TOTAL AMOUNT	\$.
OTHER COSTS	\$.
SALES TAX	\$.
TOTAL AMOUNT OF DELIVERED VEHICLE	\$.

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ. 85501

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

SLICK TOP FORD SSV UPFITTING PRICE SHEET

DESCRIPTION: Aftermarket Upfitting of One (1) New Ford Expedition SSV for Law Enforcement Use

(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS Aftermarket Upfitting of One (1) New Ford Expedition SSV for Law Enforcement Use	QUANTITY PER VEHICLE	MEETS <u>MINIIMUM</u> SPECIFICATIONS	
		<u>YES</u>	<u>NO</u>
*** Grill lighting ***			
EMPS2STS4D mPower Fascia LED, Stud Mount, 12-LED, Red/White	2		
EMPS2STS4E mPower Fascia LED, Stud Mount, 12-LED, Blue/White	2		
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	4		
Siren Speaker Mounted in Pushbumper			
ETSS100J5 100J5 Series Professional Composite Speaker	1		
Headlight Flasher			
ETHFSS-SP 100% SS Multi Pattern Headlight Flasher	1		
Central Power Distribution and Timer System			
EX0009 Patrol Power Gen 1 Full Sized Panel	1		
Under Mirror Dual Color LEDs			
ENT2B3D Intersector LED Under Mirror Warning Light, Red/White	1		
ENT2B3E Intersector LED Under Mirror Warning Light, Blue/White	1		
*** Interior Windshield Dual Color Light Bar ***			
ENFWBFSF12 Interior nForce Light Bar 2021 Ford Expedition	1		
Console And Accys.			
CC-MC-18 18" Console (7" slope front/11" level rear)	1		
AC-F-150-14-MNT Console Mount for Expedition	1		
7120-0723 Gamber Mic Clip Kit	2		
FP-ICOMA120 Icom A120 Aviation	1		
FP-VX6000 Troy Face Plate for Vertex 6000 Radio	1		
AC-INBHG Internal Beverage Holder w/Rubber Pieces	1		
ETSA481CSP nERGY 400 Series Siren Push Button Controls 100 watt	1		
FP-ETSA481 4" Face Plate for Sound Off481 Siren Controller	1		
FP-USB-2DC Faceplate with 2 DC Outlets and a USB	1		
7160-0430 GamberJohnson External Brother Printer Mount Armrest	1		
Computer Equipment			
DS-PAN-111-2 Panasonic Toughbook 30/31 Docking Station, Full Port Replicator	1		
LPS-104 Power Supply, 120W, External Mount, 3' Cable, Panasonic	1		
C-HMD-215 10" Heavy Duty Telescoping Pole, Side Mount	1		
C-MD-112 11" Slide Out Locking Swing Arm w/Motion Adapter	1		
Other Interior Equipment			
ECVDMLTAL00 Sound Off White/Red All LED Domelight-Universal	2		
75458 Stream Light 75458 DS LED HL Piggy Back	1		
Rear Side Window LEDs			
EMPS2STS4J mPower Fascia LED, Stud Mount, 12-LED, Red/Blue	2		
PMP2BKDGAI 90 deg Adjustable Mounting Bracket for mPower LED	2		

*** Rear Window Light Stick ***		
EL3H08A00J ULTRALITE 8 MODULE INTER LED LIGHTBAR R/B SPLIT	1	
Under Hatch LEDs		
EMPS2STS3R mPower Fascia LED, Stud Mount, 8-LED, Red	1	
EMPS2STS3B mPower Fascia LED, Stud Mount, 8-LED, Blue	1	
PMP2BKDG AJ 90 deg Adjustable Mounting Bracket for mPower LED	2	
PMP2WDG05B 5 Degree 4" mPower Wedge Black	2	
8600 Magnetic Switch-NC	1	
Tail Flasher		
ETFBSN-P Sound Off Backflash Module. Ford	1	
Cradle Point Antenna		
GLHPDLTEMIMO-LTW Dual LTE, 802.11ac Wi-Fi and GPS L1/GLONASS frequencies Antenna	1	
Radio Equipment		
ANXMBD Double Shield 3/4" Hole NMO Style Brass Mount with 17' Teflex	4	
Larsen Black Plastic Rain Cap for NMO Mount NMOCAPB	1	
Tint		
Window Tinting of Front Side Windows (2) Only	1	
Windshield Visor Tint	1	
LABOR FOR INSTALLATION of Listed Equipment		
SHIPPING/HANDLING		
*Run Power and Ground for 2 Radios to Center Console		
SUB – TOTAL AMOUNT		\$
OTHER COSTS		\$
SALES TAX		\$
TOTAL AMOUNT OF DELIVERED VEHICLE		\$

Delivery Location: Gila County General Services Fleet Management, 1001 Besich Blvd., Globe, AZ.

Estimated Date of Delivery prior to June 30, 2021: _____

Vendor Name: _____ **Vendor Phone Number:** _____

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

AFFIDAVIT BY VENDOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

(Name of Individual) being first duly sworn, deposes and says:

That he is

(Title)
of _____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 113020 - Replacement of One (1) Sheriff's Office CJEF Vehicle and,**

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission expires:

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

.....I am unable to certify the above statements. My explanation is attached

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
CERTIFICATION REGARDING DEBARMENT	_____
PRICE SHEETS	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2021

VENDOR:

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 113020 Replacement of One (1) Sheriff's Office CJEF Vehicle.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 12, 2021, 11:00 A.M.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 113020 Replacement of One (1) Sheriff's Office CJEF Vehicle

Firm Submitting Bid:

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

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

BID NO. 113020
Replacement of One (1) Sheriff's Office CJEF Vehicle

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 113020 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as **Contract No. 113020**. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2021

GILA COUNTY BOARD OF SUPERVISORS:

Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-6339

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 12/15/2020
Submitted For: Malissa Buzan, Director
Submitted By: Malissa Buzan, Director
Department: Community Services
Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Purchase Order No. 2021-00000340 for the Gila House Affordable Housing Project

Background Information

The primary mission of the Gila County Community Services Department, Community Action Program (CAP), is to administer, promote, and partner with local agencies, when possible, to help alleviate poverty. Due to the results of our needs assessment, and the formation of a countywide task force, it has been determined that affordable housing is a large need in Gila County. The application to the Arizona Department of Economic Security (ADES) for Special Funds was approved for Community Services Block Grant (CSBG) discretionary funding. CAP will serve as the pass-through agency and will collaborate with Gila House, Inc., a local non-profit agency, of which its mission is to prevent homelessness and assist victims of domestic violence through temporary and long-term housing.

On August 17, 2020, the Board of Supervisors approved Purchase Order No. 2021-00000138 in the amount of \$144,000 which allowed the Gila County Community Services Department, CAP, to be an active partner with Gila House, Inc. and serve as the pass-through agency for this funding. Note: When this agenda item was presented to the Board of Supervisors on August 17th, the staff report stated that SFY 2021 CSBG discretionary funding was received in the amount of \$160,000; however, the actual amount received was \$210,000. Prior to the Board approving Purchase Order No. 2021-00000138 in the amount of \$144,000, an initial purchase order was issued for \$16,000. There is \$50,000 of funding remaining.

Evaluation

In order to proceed with this affordable housing project, the Community Services Department, CAP, needs to disburse the remaining \$50,000 of SFY 2021 CSBG discretionary funding to Gila House, Inc.

Conclusion

If the Gila County Board of Supervisors approves this purchase order in the amount of \$50,000, a total of \$210,000 of funding received from ADES Special Funds will be disbursed to Gila House, Inc. for the Gila House Affordable Housing Project.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve Purchase Order No. 2021-00000340 in the amount of \$50,000.

Suggested Motion

Information/Discussion/Action to approve Purchase Order No. 2021-00000340 in the amount of \$50,000 whereby the Community Services Department-Community Action Program, acting as a pass-through agency, will disburse the remaining \$210,000 received from Arizona Department of Economic Security Special Funds to Gila County, Inc. which will be used for the Gila House Affordable Housing Project. **(Malissa Buzan)**

Attachments

Purchase Order No. 2021-00000340

Ship To

GILA COUNTY
5515 Apache Ave.
GLOBE, AZ 85501

Bill To

GILA COUNTY
GILA COUNTY FINANCE
1400 E Ash St.
Copper Building (1350)
GLOBE, AZ 85501

Purchase Order
No. 2021-00000340

DATE 11/24/2020

VENDOR NO. 18931

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor

Gila House Inc
PO Box 2174
Globe, AZ 85502-2174

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

ORIGINATOR: Stephanie R Chaidez

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Repair & Maintenance - Affordable Housing Project 2003.171.246_4300.60 - Repair and maintenance Buildings 50,000.00	50,000.0000	\$50,000.00
			SUBTOTAL	\$50,000.00
			SALES TAX	\$0.00
			TOTAL DUE	\$50,000.00

Special Instructions

Gila County Terms "Net 30" Please reference the PO on the invoice. Thank you.

ARF-6361

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted By: Jacque Sanders, Deputy County Manager/Librarian

Department: Deputy County Mgr/Library District

Information

Request/Subject

Requesting permission to join the Consortium of Partners Procuring Electronic Resources (COPPER).

Background Information

For the past several years, the Arizona State Library, Archives and Public Records (Arizona State Library) has contracted for the provision of digital resources for all Arizona public libraries. Each county library district and large municipal library organization has paid a pro-rated share of these resources, based on population served, supplemented by federal grant funds awarded to the Arizona State Library. It has become evident that the current procurement process will not be sustainable in the future. As a result, the Arizona State Library has been looking for a solution to continue providing all libraries with these needed resources. The Consortium of Partners Procuring Electronic Resources (COPPER) has been created and incorporated to fill this need.

The Consortium of Partners Procuring Electronic Resources or COPPER was established as an Arizona nonprofit corporation and public procurement unit. COPPER provides its members with information on contracts, products, and services via COPPER’s website. COPPER will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, state, or federal laws or rules and to promote the overall efficiency, effectiveness, and economy of public procurement. Membership in COPPER includes schools, libraries, county library districts, tribal governments, and nonprofit educational institutions. Libraries and library districts throughout Arizona are joining COPPER to assist with the procurement of affordable digital resources for library users in future years.

Evaluation

There is no fee to join COPPER. Once a member, the Gila County Library District will have the opportunity to utilize this consortium to procure digital resources for the Library District and the affiliate libraries within Gila County.

Conclusion

For a number of years, Gila County Library District has purchased affordable digital resources provided by the State Library for access for the residents of Gila County. COPPER provides the ability to continue purchasing digital library resources in the future at a competitive price.

Recommendation

Staff recommends joining COPPER for future procurement of electronic library resources, materials, and services to benefit the residents of Gila County.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)
Information/Discussion/Action to authorize joining the Consortium of Partners Procuring Electronic Resources (COPPER), and authorize the Chairman's signature on the COPPER membership agreement. **(Jacque Sanders)(Motion to adjourn as the Gila County Library Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

COPPER Membership Agreement

COPPER Membership Agreement

Consortium of Partners Procuring Electronic Resources

Correspondence: 1919 W. Jefferson St., Phoenix AZ 85009

Email: electronicresourcesconsortium@gmail.com

Website: www.azcopper.org

This Agreement entered into the 15th day of DECEMBER 2020, by and between Consortium of Partners Procuring Electronic Resources Inc., an Arizona nonprofit corporation and public procurement unit established pursuant to provisions of A.R.S. § 11-952, A.R.S. § 11-952.01, and A.R.S. § 41-2632, hereinafter called "COPPER" and Gila County Library District 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 § 115 of the Internal Revenue Code, hereinafter called the "Member," to permit the Member to purchase materials, services and construction from vendors at the prices and terms contained in contracts between COPPER and those vendors. The governing body of any Member may enter into an Agreement with COPPER for the purpose of utilization of term contracts by such Member (Arizona State Procurement Code, A.R.S. § 41-2631 et seq; A.R.S. § 15-213; Arizona State Board of Education School District Procurement Rules, R7-2-1001 et seq.).

In consideration of the mutual promises contained in this Agreement, and the mutual benefits to result there from, the parties agree as follows

1. COPPER shall:

Provide the Member with information on contracts, products and services via COPPER's website and/or other means as COPPER determines appropriate.

- a. Use specifications, terms and conditions for products, materials, services, and construction determined appropriate by COPPER.
- b. Conduct the procurement in compliance with the Arizona State Procurement Code and the Arizona State Board of Education School District Procurement Rules (A.R.S. Title 41, Chapter 23 and A.A.C. R7-2-1001 et seq). COPPER will seek contracts for a variety of materials, services, equipment, and/or construction to enable Members to be/remain in compliance with local, State, or Federal laws or rules, and that promote the overall efficiency, effectiveness and economy of public procurement.
- c. Indicate that all Members will be eligible participants in any solicitation intended for general use by COPPER's Members. In addition, COPPER may invite Members to participate in specific solicitations. Members indicating an interest in participating in such specific solicitations will be eligible to participate in the resulting contracts.
- d. Hold the Member harmless from any liability which may arise from COPPER's action or inaction relating to this Agreement.

2. The Member shall:

- a. Ensure that purchase orders issued against COPPER contracts are processed in accordance with the processes and procedures established by COPPER, and the terms and prices established in said contracts.
- b. Pay for materials, services or construction in accordance with the terms of the applicable COPPER contract. Payment for, and inspection and acceptance of materials, services or construction ordered by the Member shall be the exclusive obligation of the ordering Member.
- c. Not use a COPPER contract as a method for obtaining additional concessions or reduced prices for similar material or services.
- d. Be responsible for ordering of materials, services or construction under this Agreement. COPPER shall not be liable in any fashion for any violation by the Member of this Agreement, and the Member shall hold COPPER harmless from any liability, which may arise from action or inaction of the member relating to the Agreement or its subject matter.

COPPER Membership Agreement

3. The exercise of any rights or remedies by the Member shall be the exclusive obligation of the Member. However, COPPER as the contract administrator, and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
4. COPPER assists Members with purchase verification. However, it is the Member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.
5. COPPER may terminate this Agreement without notice if the Member fails to comply with the terms of this Agreement and/or the terms of a COPPER contract.
6. The Member may terminate the Agreement without notice if COPPER fails to comply with the terms of this Agreement.
7. Either party may terminate this Agreement with at least ninety (90) days written notice to the other party.
8. Termination of this Agreement shall not relieve the Member from Member's exclusive obligation to comply with the terms of any Member purchase order issued prior to termination and payment for materials, services and/or construction so ordered and received.
9. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated. This Agreement supersedes any and all previous Cooperative Purchase Agreements between COPPER and the Member.
10. Failure of a Member to secure performance from a vendor in accordance with the terms and conditions of its purchase order does not mean COPPER will be required to exercise its own rights or remedies.
11. This agreement may be canceled pursuant to the provisions of A.R.S. § 38-511; and is exempt from the provisions of A.R.S. § 11-952, subsections D, E, and F under the provisions of A.R.S. § 41-2632 and Arizona State Board of Education Rule R7-2-1191.
12. The Member and COPPER agree to be in compliance with all State and Federal employment hiring and employee practices. Both parties agree to use arbitration to the extent required in A.R.S. §12- 1518.

FOR THE MEMBER

FOR COPPER

Signature



Signature

Printed Name

Corey Christians

Printed Name

Title

President

Title

ARF-6365

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel Number 101-07-006.

Background Information

On May 26, 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 total lien amount. A separate \$30 fee is required to be paid by the purchaser to record the Quit Claim Deed. The procedures also state that a consent agenda action 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.

Assessor's tax parcel number 101-07-006 was deeded to the State of Arizona c/o Board of Supervisors on July 31, 2019, with a total lien amount of \$5,079.64. It was advertised for sale at the Board's annual auction which was held in December 2019; however, it did not sell. It was added to a list of available properties that could be purchased year-round for the total lien amount.

Evaluation

On November 24, 2020, the Clerk of the Board sold the subject parcel to Corey Lee Busboom for the lien amount of \$5,079.64. Said payment was deposited with the County Treasurer on November 24, 2020. A separate payment of \$30 was made to record the Quit Claim Deed. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

Mr. Busboom is purchasing the parcel with an abandoned house located at 772 N. Hayden Avenue in Hayden. He plans to renovate and use it as a rental property.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed to finalize the sale of the Assessor's tax parcel number 101-07-006 to Corey Lee Busboom.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 101-07-006 to Corey Lee Busboom.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-07-006 to Corey Lee Busboom.

Attachments

101-07-006 QCD

101-07-006 Info

101-07-006 Map

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 1^{5th} day of December 2020, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Corey Lee Busboom, Grantee.

Address of Grantee: 1637 E. Brill Street, Phoenix, Arizona 85006

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 24th day of November 2020, Grantee did purchase said property for the sum of Five Thousand Seventy-Nine Dollars and Sixty-Four Cents (\$5,079.64);

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: 101-07-006

Legal Description:

LOT 6, BLOCK 1, HAYDEN TOWNSITE, ACCORDING TO MAP NO. 170, RECORDS OF GILA COUNTY, ARIZONA / EXCEPT ALL MINERALS RESERVED AND DESCRIBED IN INSTRUMENT RECORDED JANUARY 30, 1956 IN DOCKET 48, PAGE 168.

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Woody Cline, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **05/12** day of **June, 2019** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **28 th** day of **June, 2019**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **10107006**

ACCOUNT NUMBER: **R000409**

DESCRIBED AS : **Lot 6, Block 1, HAYDEN TOWNSITE, ACCORDING TO Map No.170, records of Gila County, Arizona/Except all minerals reserved and described in instrument recorded January 30, 1956 in Docket 48, page 168**

IN WITNESS WHEREOF I, **Debi Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **31 st** day of **July, 2019**.

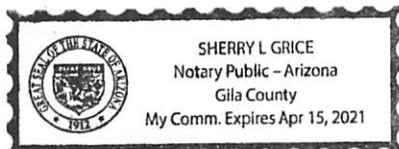


Debi Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **31 st** day of **July, 2019** by **Debi Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

Sherry L. Grice
Notary Public
My Commission Expires: **April 15, 2021**



06-25-19

10107006 Tony Palmas

772 N HAYDEN AVE, Hayden, AZ

Filed Bankruptcy chapter 7 05-16-2017,

BK Discharged 08-28-17. No payments .

Abandoned house could have been deeded in 2017, until
bk came about. Posted and deeded in 2019.

\$ 5,029.64 ~~lien~~ lien
+ 50.00 Clerk fee

\$ 5,079.65

Surface Rights Only

**THIS PROPERTY IS SUBJECT TO FORECLOSURE FOR
DELINQUENT TAXES**

A.R.S.42-18266

10107006 ✓

Notice is hereby given the BOARD OF SUPERVISORS on behalf of the STATE OF ARIZONA has applied for a Treasurer's Deed to the following described real property owned by : **PALMAS TONY** and situated in Gila County, Arizona :

PARCEL # **10107006**

ACCOUNT # **R000409**

Legal Description: **Lot 6, Block 1, HAYDEN TOWNSITE, ACCORDING TO Map No.170, records of Gila County, Arizona/Except all minerals reserved and described in instrument recorded January 30, 1956 in Docket 48, page 168**

Which on **23 rd** day of February **2012** was sold to STATE OF ARIZONA for taxes, interest , penalties and charges amounting to **\$ 5,029.64** as represented in Tax Sale Certificate #**BK Discharged 2017 C.P. # 12034899** If redemption according to law be not made before the **28 th** day of **June, 2019**.

I will convey said premises unless the property is redeemed before the stated date a Treasurer's Deed will be executed and delivered to the County Board of Supervisors.

A.R.S. 42-18261

PAYMENT MUST BE CASH, CASHIERS CHECK OR MONEY ORDER.

Debora Savage

Treasurer of Gila County

State of Arizona

6/25/19

772 N Hayden Ave.

Hayden, Az.



10109006

6/25/19.



101 07 006

6/25/19



101 07 006

6/25/19



101 07 006

6/25/19

NE 1/4 SW 1/4 SECTION 11
T5S R15E

SEE MAP 101-07 1 of 6

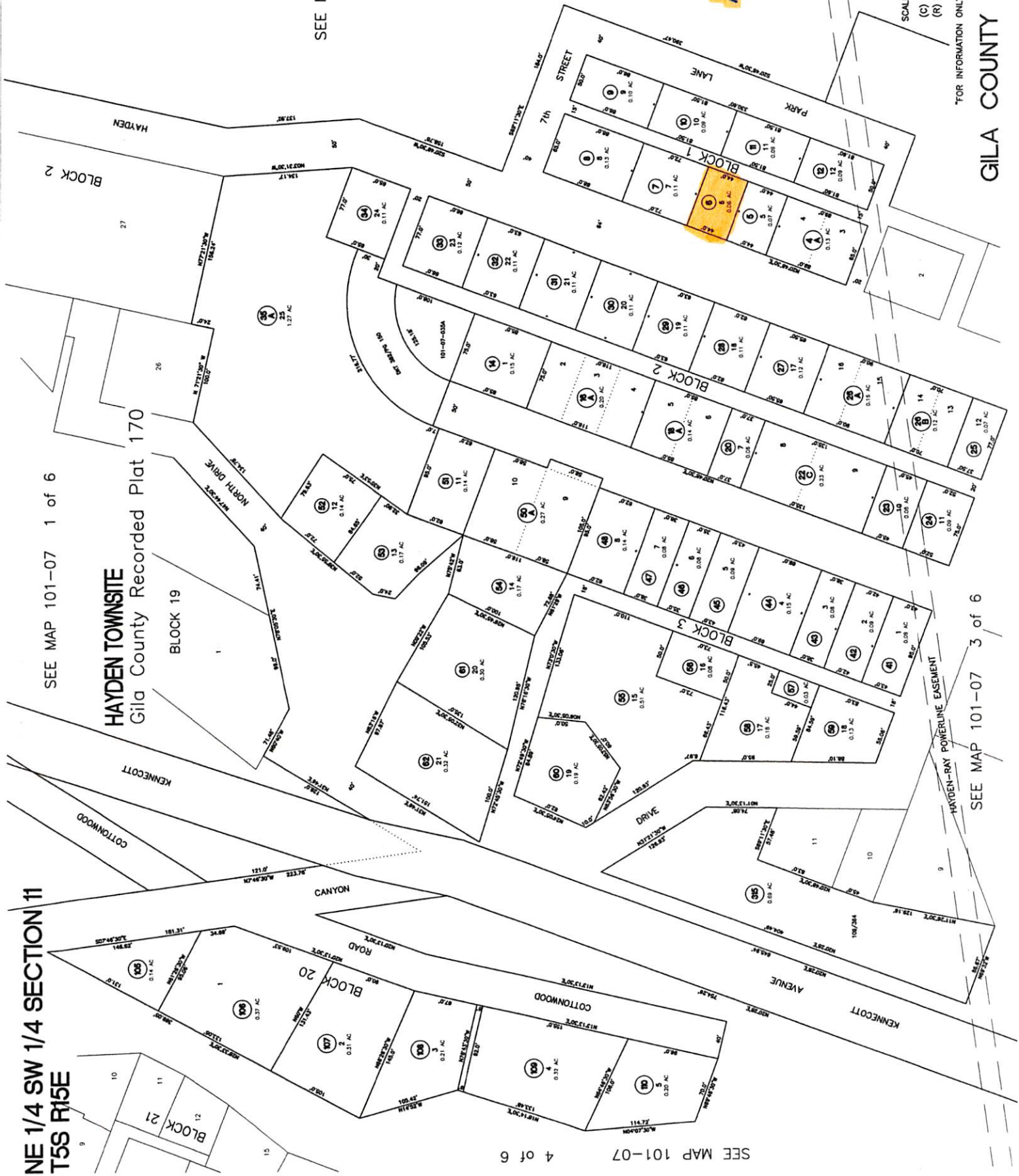
HAYDEN TOWNSITE

Gila County Recorded Plat 170

101-07
2 of 6
CODE 4160
UPDATED 4-8-14

SEE MAP 101-06

101-07-006



SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

FOR INFORMATION ONLY, NO LIABILITY ASSUMED.

GILA COUNTY ASSESSOR

SEE MAP 101-07 3 of 6

ARF-6372

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 12/15/2020

Reporting Period: December 1, 2020

Submitted By:

Marian Sheppard, Clerk of the Board

Information

Subject

Board of Supervisors' December 1, 2020, Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' December 1, 2020, meeting minutes.

Attachments

12-01-20 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: December 1, 2020

WOODY CLINE

Chairman

MARIAN SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member (by phone).

STAFF PRESENT: W. James Menlove, County Manager; Bradley Beauchamp, Gila County Attorney; and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he led the Pledge of Allegiance. Roy Sandoval delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to acknowledge the letter of certification for the November 3, 2020, Gila County school district elections held within Gila County as submitted by the Gila County School Superintendent.

Roy Sandoval, Gila County School Superintendent, presented this item. On December 1, 2020, Mr. Sandoval canvassed the results of the November 3, 2020, Gila County school district elections. In accordance with Arizona Revised Statute § 15-426, a letter of certification of the election results has been submitted to the Board of Supervisors. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously acknowledged the certification of the November 3, 2020, Gila County school district elections.

B. Information/Discussion/Action to authorize the advertisement for Request for Qualifications No. 111020-Indigent Legal Attorney Services.

Jonathan Bearup, Superior Court Administrator, advised that he presented a similar item to the Board of Supervisors in February of this year. He stated, "Our goal is to modernize indigent services across the board and to make sure procurement processes are in line with County policy." He recognized Mary Springer and Betty Hurst, who works in the Finance Department, for their help on this item. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement for Request for Qualifications No. 111020.

C. Information/Discussion/Action to approve Amendment Nos. 2 and 3 to an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services to replace the Price Sheet which includes funding for an additional \$202,500 as needed through June 30, 2021, and to revise the Scope of Work.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that the following language will be added to the Scope of Work in Amendment No. 2, as follows: *Provide Supplemental Flu activities as defined by the County Health Department and approved by the Immunization Program Office to increase the flu vaccination rates for adults, especially high-risk adults, within the County. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic.* The following language will be added to the Scope of Work in Amendment No. 3, as follows: 1) *Improve vaccine cold storage capacity, to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic.* 2) *Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic.* Mr. O'Driscoll answered some questions about the freezers. He stated that there are two vaccines; one must be kept at 70 degrees and one must be kept at 32 degrees and the special freezers can handle either vaccine. James Menlove, County Manager, commented that Mr. O'Driscoll and his staff have been very proactive since the beginning of the COVID-19 pandemic and especially in their efforts to obtain the freezers. One freezer has been delivered and another one will be shipped later. Mr. O'Driscoll added that Gila County will be the only county that has this type of freezer, so other counties may request to store some of their vaccines in the County's freezer. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment numbers 2 and 3 to Contract No. ADHS18-177678.

D. Information/Discussion/Action to authorize the cancellation of an Intergovernmental Agreement between the Town of Star Valley and Gila

County Animal Control which includes sending the required 30-day cancellation notification to the Town of Star Valley.

Mr. O'Driscoll advised that the "landscape" of animal control changed when the Town of Star Valley contracted with the Payson Police Department for law enforcement instead of the Gila County Sheriff's Office. The Gila County Sheriff's Office began providing law enforcement for the Town of Star Valley in 2009 and the contract ended in September 2020. Also, since 2009, Gila County Animal Control and the Gila County Sheriff's Office worked together to provide animal control services to the Town of Star Valley which included the Sheriff's deputies responding to after-hour calls, on weekends, and holidays. The Town is charged \$50 per dog during regular hours and \$100 per dog for after-hours, on weekends, and holidays when a Gila County animal control officer responds to a call. Since 2009, any time the Gila County Sheriff's Office responds to a call after hours, on weekends and holidays, the Town has not been charged. Between January 1, 2018, to September 2020, the Gila County Sheriff's Office has handled 184 animal control calls for after-hours, weekends, and holidays. Mr. O'Driscoll advised that should the County continue to provide services under this Intergovernmental Agreement (IGA), there would continue to be a financial loss to the County for those calls being responded to by the Sheriff's Office. He recommended canceling the IGA. Mr. O'Driscoll added that the Town could choose to reach out to the County or the Payson Police Department to negotiate the terms of a new agreement.

The Board members asked if the Payson Police Department may want to provide this service. Mr. O'Driscoll replied that the Department may be interested because the Department has one full-time animal control officer. Chairman Cline asked Mr. O'Driscoll if he has contacted anyone at the Town about this cancellation to which he replied that he hasn't yet contacted anyone. After further discussion, the Board asked Mr. O'Driscoll to get in touch with the Town Manager/Attorney to see if the Town may want to negotiate a new contract with different rates and terms. Each Board member agreed that a Board action should not be taken at this time. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously tabled this item to the Board of Supervisors' December 15, 2020, Regular Meeting.

E. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 072920-Sub-Grantee for COVID-19 Incident Management Support between Gila County and Command Solutions 4 to change the contract from \$442,000 to \$882,000 and extend the term of the contract to February 28, 2022.

Mr. O'Driscoll advised that the Health and Emergency Management Department has been awarded a \$1.6 million dollar Expanded Laboratory Capacity (ELC) grant from the Arizona Department of Health Services in order to complement, not duplicate, existing COVID-19 funding provided to the

County's jurisdiction. Gila County will leverage and build upon its existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. He stated that in the past few weeks, there has been a substantial increase in the number of COVID-19 cases in Gila County, which has caused stress to staff members. Mr. O'Driscoll requested to use the additional money to hire additional staff. The primary goal will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to the County's Health Emergency Operations Center (HEOC). Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 1 to Contract No. 072920.

F. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for the sale of miscellaneous surplus vehicles and equipment.

Mary Springer, Finance Director, stated that a list of the items to be auctioned at the Russell Gulch Landfill on February 27, 2021, is attached to the agenda item. She added that should there be any vehicles or equipment that the Board members believe could be placed back into service, they can be removed from the list. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the publication of the Notice of Public Auction for the sale of miscellaneous surplus vehicles and equipment.

G. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 110520-CRS-2P & MC-800 Chip Oils to be used by the Gila County Consolidated Roads Division.

Steve Sanders, Public Works Department Director, advised that the County has utilized a cooperative purchasing contract through Pinal County in the past to purchase chip seal oils. A decision was made to go out to bid to see if a better price could be obtained. Mr. Sanders added that if the quotes are higher than expected, the County could continue to use the cooperative purchasing contract. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Request for Proposals No. 110520.

H. Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between Sourcewell and Inland Kenworth Inc. under Contract No. 060920-KTC in an amount not to exceed \$102,185.73 for the purchase of a 2021 water truck and authorize the Chairman's signature on the awarded contract.

Mr. Sanders stated that the Public Works Department has budgeted for the purchase of this water truck. He added that the fleet of vehicles will not be increased. A dump truck will be disposed of and existing water trucks will be relocated within the fleet of vehicles. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the use of a Cooperative Purchasing Agreement between Sourcewell and Inland Kenworth Inc. under Contract No. 060920-KTC in the amount not to exceed \$102,185.73.

I. Information/Discussion/Action to appoint members of the Board of Supervisors to the following boards, committees, and organizations for the calendar year 2021: County Supervisors Association Legislative Policy Committee; Eastern Arizona Counties Organization; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office Detention Officers and Non-Uniformed Officers; Gila County Local Emergency Planning Committee; Central Arizona Governments Regional Council; Gila County Community College Allied Health Care Advisory Committee; Gila County College Industry and Mining Advisory Board; CORP Local Board for Sheriff's Office Dispatchers; Public Safety Personnel Retirement System Local Board; Gila County Board of Health; San Carlos Apache Tribe Partnership Steering Committee; and Coalition of Arizona/New Mexico Counties.

Chairman Cline addressed this item. He stated that with the ongoing COVID-19 pandemic, many meetings have been conducted by Zoom or other means rather than meeting in person. He added that the number of meetings has also decreased and suggested that each Board member continue serving on the same boards, committees, and organizations as in 2020. Supervisors Humphrey and Martin agreed with Chairman Cline. Supervisor Humphrey made a motion for each Board member to continue serving on the same boards, committees, and organizations in 2021 as they served in 2020. Before making a second on the motion, Vice-Chairman Martin wanted the motion to include a statement that the chairmanship and vice-chairmanship for the Board of Supervisors will remain unchanged until a later date. Chairman Cline advised that the County Attorney made a negative gesture to him that language could not be added to the motion because it is not listed on this agenda item. Vice-Chairman Martin then seconded the motion as presented by Supervisor Humphrey. By a unanimous vote, the Board agreed to serve on the boards, committees, and organizations for the calendar year 2021 as they served in 2020, as follows:

Supervisor Tommie Martin –
County Supervisors Association Legislative Policy Committee
Eastern Arizona Counties Organization
Coalition of Arizona/New Mexico Counties

Supervisor Tim Humphrey –
Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's
Office Detention Officers and Non-Uniformed Officers
Gila County Local Emergency Planning Committee
Central Arizona Governments Regional Council
Gila County Community College Allied Health Care Advisory Committee
Gila County College Industry and Mining Advisory Board

Supervisor Woody Cline –
CORP Local Board for Sheriff's Office Dispatchers
Public Safety Personnel Retirement System Local Board
Gila County Board of Health
San Carlos Apache Tribe Partnership Steering Committee

J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-09-129 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Marian Sheppard, Clerk of the Board, advised that in 2009 the subject property was deeded to the State of Arizona c/o Board of Supervisors for non-payment of property taxes. This property contains a deteriorated house located at 265 S. Smelter Place in Hayden. The total lien amount on this parcel is \$3,356.59. Ms. Sheppard further advised that Corey Lee Busboom, who owns the adjoining property, submitted a sealed bid for the subject property. If the Board accepts Mr. Busboom's offer, he intends to remove the deteriorated house and request the Assessor's Office to combine this parcel with the other adjoining parcel that he owns. Chairman Cline asked Ms. Sheppard to open the sealed bid envelope. Ms. Sheppard stated that Mr. Busboom submitted a bid in the amount of \$370. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously accepted Mr. Busboom's bid of \$370 for the purchase of Assessor's tax parcel number 101-09-129 and authorized the Chairman's signature on the Quit Claim Deed.

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. Appointment of the following Libertarian Party Precinct Committeemen in Gila County: Bruce Orin Wales -Payson #2 Precinct; Lawrence I. Hoffenberg -Payson #8 Precinct; and Jeff Daniels-Zane Gray Precinct.

B. Approval of the Board of Supervisors' November 17, 2020, meeting minutes.

C. Acknowledgment of the October 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.

D. Acknowledgment of the October 2020 monthly activity report submitted by the Recorder's Office.

E. Acknowledgment of the October 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

F. Acknowledgment of the October 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

G. Acknowledgment of the October 2020 monthly report submitted by the Globe Regional Constable's Office.

H. Acknowledgment of the October 2020 monthly activity report submitted by Payson Regional Constable's Office.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 3A-3H.

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 weren't any 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 information presented.

Chairman Cline and Mr. Menlove provided a brief summary of current events.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously voted to go into executive session at 11:04 a.m. to address item 6A.

Item 6 - EXECUTIVE SESSION ITEMS:

A. Pursuant to A.R.S. § 38-431.03 (1), vote to convene in executive session to discuss and consider a proposed four-year employment contract between Gila County and W. James Menlove for the period January 1, 2021, through December 31, 2024.

Chairman Cline reconvened the Regular Meeting at 12:10 p.m. and advised that he would make the motion on item 6A. Upon motion by Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved entering a four-year contract between Gila County and W. James Menlove for the period January 1, 2021, through December 31, 2024, as presented in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 12:11 p.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6045

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 12/15/2020

Reporting Period: For the month of November 2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for November 2020.

Suggested Motion

Approval of the Human Resources Department monthly activity reports for November 2020.

Attachments

HR Summary Report

11/03/20 Human Resources Report

11/10/20 Human Resources Report

11/17/20 Human Resources Report

11/24/20 Human Resources Report

Summary

Human Resources Action Items

Year To

Date Jan-20 Feb-20 Mar-20 Apr-20 May-20 Jun-20 Jul-20 Aug-20 Sep-20 Oct-20 Nov-20 Dec-20

DEPARTURES	101	4	13	4	8	5	7	15	9	10	13	13	
NEW HIRES REGULAR STATUS	58	9	6	3	3	6	7	4	4	4	5	7	
NEW HIRES TEMPORARY STATUS	26	2	2	0	0	2	13	1	3	1	1	1	
END OF PROBATIONARY PERIOD	88	10	8	12	14	9	3	5	6	14	3	4	
DEPARTMENTAL TRANSFERS	39	5	2	8	3	2	9	0	1	1	5	3	
OTHER ACTIONS	103	7	4	2	8	7	16	6	7	7	27	12	
REQUEST TO POST	61	4	6	5	1	6	6	3	6	9	9	6	
Total Transactions	476	41	41	34	37	37	61	34	36	46	63	46	0

**HUMAN RESOURCES ACTION ITEMS
NOVEMBER 3, 2020**

DEPARTURES:

1. Samantha Irish - County Attorney's Office - Administrative Clerk - 10/22/20 - Deferred Prosecution Program Fund - DOH 01/27/20
2. Lupe Pruett - Payson Justice Court - Justice Court Clerk - 10/08/20 - General Fund - DOH 08/24/20
3. Melanie Howell - County Attorney's Office - Legal Secretary Senior - 10/30/20 - General Fund - DOH 02/06/06

NEW HIRES:

4. Tyler Shreeve - Payson Justice Court - From Temporary Justice Court Clerk - To Justice Court Clerk - 11/09/20 - General Fund - Replacing Stephanie Hunsaker
5. Michael Woods - Public Works - Automotive Service Worker - 11/09/20 - Public Works Fund - Replacing Harold Holmes
6. Trevor Munkelwitz - Public Works - Vehicle and Equipment Mechanic - 11/09/20 - Public Works Fund - Replacing Michael Dixon
7. Russell Heap - Public Works - Road Maintenance and Equipment Operator - 11/16/20 - Public Works Fund - Replacing Stephen Cline

TEMPORARY HIRES TO COUNTY SERVICES:

8. Maria Cook - County Attorney's Office - Administrative Clerk - 11/02/20 - Deferred Prosecution Program Fund - Replacing Samantha Irish

END PROBATIONARY PERIOD:

9. Taylor Conway - Probation - Deputy Probation Officer II - 10/02/20 - Adult Probation Service Fees Fund
10. Debra Blevins - Health and Emergency Services - Health Administrative Manager - 10/06/20 - Health Service Fund

OTHER ACTIONS:

11. Janet Ostrom - Community Services - Community Services Worker - 09/07/20 - From GEST Fund - To GEST(.60)/DES Community Action Program(.40) Funds - Change in fund code
12. Angela Anthony - Community Services - Community Services Worker - 09/07/20 - From GEST Fund - To GEST(.60)/DES Community Action Program(.40) Funds - Change in fund code
13. Karen Aguero-Ponce - Health and Emergency Services - From Temporary Communicable Disease Specialist - To Communicable Disease Specialist - 08/17/20 - COVID-19 Health Fund - Correction
14. Rockell Schmidt - Health and Emergency Services - From Temporary Communicable Disease Specialist - To Communicable Disease Specialist - 08/24/20 - COVID-19 Health Fund - Correction

REQUEST TO POST:

15. Health and Emergency Services - Community Health Specialist - Vacated by Veronica Hernandez
16. Assessor's Office - Office Coordinator - Vacated by Diane Buechner
17. County Attorney's Office - Legal Secretary Senior - Vacated by Debra Overholt
18. Health and Emergency Services - Communicable Disease Specialist - Vacated by Shaunae Casillas
19. Community Development - Senior Planner - Vacated by Independent Contractor

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 10, 2020

DEPARTURES:

1. Danielle Toumberlin - County Attorney's Office - Child Support Services Lead - 10/30/20 - IV-D Child Support Fund - DOH 03/29/10
2. Regina Miranda - County Attorney's Office - Child Support Case Manager - 10/30/20 - IV-D Child Support Fund - DOH 02/18/93

DEPARTMENTAL TRANSFERS:

3. Maria Rasmussen - County Attorney's Office - From Child Support Services Manager - To Legal Secretary - 11/16/20 - From IV-D Child Support Fund - To General Fund - Reclassification
4. Rebecca Barajas - County Attorney's Office - From Child Support Services Lead - To Legal Secretary Senior - 11/16/20 - From IV-D Child Support Fund - To General Fund - Reclassification

OTHER ACTIONS:

5. Angela Anthony - Community Services - Community Services Worker - 09/07/20 - From GEST(.60)/DES Community Action Program(.40) Funds - To GEST(.50)/CSBG CARES Act(.50) Funds - Change in fund
6. Leona Bowman - Community Services - Community Services Worker - 09/07/20 - From GEST Fund - To GEST(.50)/ CSBG CARES Act(.50) Funds - Change in fund

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 17, 2020

DEPARTURES:

1. Aaron Heck - Sheriff's Office - Deputy Sheriff - 11/29/20 - General Fund - DOH 08/19/19
2. Kristina Hernandez - Sheriff's Office - 911 Dispatcher - 11/20/20 - General Fund - DOH 04/01/19
3. Vicky Cruz - County Attorney's Office - Child Support Case Manager - 11/13/20 - IV-D Child Support Fund - DOH 12/27/93
4. Michele Salas - County Attorney's Office - Child Support Case Manager - 11/13/20 - IV-D Child Support Fund - DOH 07/14/99
5. Kari Pratt - County Attorney's Office - Child Support Case Manager - 11/13/20 - IV-D Child Support Fund - DOH 06/01/09
6. Tammy Guevara - County Attorney's Office - Child Support Case Manager - 11/13/20 - IV-D Child Support Fund - DOH 04/26/93
7. Diane Buechner - Assessor's Office - Office Coordinator - 12/20/20 - General Fund - DOH 06/29/15
8. Jennifer Byrne - Clerk of Superior Court - Court Clerk - 11/13/20 - General Fund - DOH 01/20/20

NEW HIRES:

9. Travis Moul - Public Works - Road Maintenance Worker - 11/23/20 - Public Works Fund - Replacing Steven Saiz
10. Michele Salas - Clerk of Superior Court - Courtroom Clerk Technician - 11/23/20 - General Fund - Replacing Lynette Ortiz

END PROBATIONARY PERIOD:

11. Dustin Burdess - Sheriff's Office - Detention Officer - 11/12/20 - General Fund

DEPARTMENTAL TRANSFERS:

12. Lynette Ortiz - Clerk of Superior Court - From Courtroom Clerk Technician - To Associate Jury Commissioner - 11/23/20 - General Fund - Replacing Leanna Romiti

OTHER ACTIONS:

13. Lisa Wilckens - Community Services - Fiscal Services Manager - 07/01/20 - Various Funds - Change in fund code
14. Malissa Buzan - Community Services - Director Community Services - 07/01/20 - Various Funds - Change in fund code
15. Allison Torres - Community Services - Social Services Case Manager - 07/01/20 - Various Funds - Change in fund code
16. Dorine Prine - Community Services - Community Action Program Administrator - 07/01/20 - Various Funds - Change in fund code
17. Elsa Bobier - Community Services - Social Services Case Manager - 07/01/20 - Various Funds - Change in fund code
18. Dana True - Community Services - Accounting Clerk Senior - 07/01/20 - Various Funds - Change in fund code

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 24, 2020

NEW HIRES:

1. Richard Hounshell - Public Works - Road Maintenance and Equipment Operator - 12/07/20 - Public Works Fund - Replacing Jenny Shults

END PROBATIONARY PERIOD:

2. Sabrina Falquez - Probation - Deputy Probation Officer II - 12/04/20 - Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds

REQUEST TO POST:

3. Clerk of Superior Court - Court Clerk - Vacated by Jennifer Byrne

ARF-6367

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 12/15/2020

Reporting Period: November 1, 2020 to November 30, 2020

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of November 1, 2020, through November 30, 2020.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of November 1, 2020, through November 30, 2020.

Attachments

Finance Reports 11-01-20 to 11-30-20

Finance Reports 11-01-20 to 11-30-20 Voids

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
306053	11/03/2020	Accounts Payable	Pleasant Valley Historical Society	\$1,000.00
306054	11/03/2020	Accounts Payable	LAURA NORTHRUP	\$425.00
306055	11/03/2020	Accounts Payable	Apex Software	\$1,845.00
306056	11/03/2020	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
306057	11/03/2020	Accounts Payable	Arizona Department of Administration	\$1,807.47
306058	11/03/2020	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$25.57
306059	11/03/2020	Accounts Payable	Arizona Water Company	\$1,286.56
306060	11/03/2020	Accounts Payable	Beltran, Michael, D	\$120.00
306061	11/03/2020	Accounts Payable	Boyer, Roland, S	\$94.50
306062	11/03/2020	Accounts Payable	Center for Disease Detection	\$132.00
306063	11/03/2020	Accounts Payable	CenturyLink	\$567.27
306064	11/03/2020	Accounts Payable	Data Storage Centers, Inc.	\$391.75
306065	11/03/2020	Accounts Payable	Debrigida Law Offices PLLC	\$6,000.00
306066	11/03/2020	Accounts Payable	DJ's Companies, Inc.	\$266.50
306067	11/03/2020	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
306068	11/03/2020	Accounts Payable	Escobedo, Jaime, Ortiz	\$75.65
306069	11/03/2020	Accounts Payable	Fuelco Energy LLC	\$3,764.27
306070	11/03/2020	Accounts Payable	Geiser, Raymond	\$11,754.00
306071	11/03/2020	Accounts Payable	Gila County Government	\$233,157.95
306072	11/03/2020	Accounts Payable	Government Finance Officers Association of Arizona	\$300.00
306073	11/03/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
306074	11/03/2020	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$100.00
306075	11/03/2020	Accounts Payable	Hetrick, Heather, Lydia	\$224.00
306076	11/03/2020	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
306077	11/03/2020	Accounts Payable	Kuzmanovic, Sasa	\$200.00
306078	11/03/2020	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,347.50
306079	11/03/2020	Accounts Payable	Law Offices of David W. Bell	\$3,000.00
306080	11/03/2020	Accounts Payable	Morse, Suzanne, L	\$225.00
306081	11/03/2020	Accounts Payable	MOUNTAIN SHADOWS MOBILE HOME	\$655.65
306082	11/03/2020	Accounts Payable	PARK HILL Palmer, Melvin, M	\$810.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306083	11/03/2020	Accounts Payable	Parone, Joseph	\$224.00
306084	11/03/2020	Accounts Payable	Payson Justice Court	\$768.75
306085	11/03/2020	Accounts Payable	Rim Communications	\$1,387.69
306086	11/03/2020	Accounts Payable	Ripple , Denice	\$728.50
306087	11/03/2020	Accounts Payable	Rolf, Rhonda, Leigh	\$935.00
306088	11/03/2020	Accounts Payable	Sanders Transport	\$1,315.24
306089	11/03/2020	Accounts Payable	Sparkletts Water	\$38.75
306090	11/03/2020	Accounts Payable	State of Arizona	\$117,767.00
306091	11/03/2020	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$3,906.60
306092	11/03/2020	Accounts Payable	Swinney, Michael, A	\$180.00
306093	11/03/2020	Accounts Payable	Trimble, Chebel	\$200.00
306094	11/03/2020	Accounts Payable	UniFirst Corporation	\$122.70
306095	11/03/2020	Accounts Payable	Voakes, Donald, R	\$291.67
306096	11/03/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
306097	11/03/2020	Accounts Payable	Zoho Corporation	\$4,455.10
306098	11/04/2020	Accounts Payable	Advanced Controls Corporation	\$420.00
306099	11/04/2020	Accounts Payable	Alhambra Mobile Home Park & Storage	\$866.01
306100	11/04/2020	Accounts Payable	Archaeological Consulting Services, Ltd.	\$1,066.83
306101	11/04/2020	Accounts Payable	Arizona Department of Economic	\$14,738.10
306102	11/04/2020	Accounts Payable	Blueline Services LLC	\$25.00
306103	11/04/2020	Accounts Payable	CenturyLink	\$462.33
306104	11/04/2020	Accounts Payable	City of Globe	\$10,581.45
306105	11/04/2020	Accounts Payable	Clark Arizona Legal Services PC	\$11,450.95
306106	11/04/2020	Accounts Payable	Cobre Valley Publishing	\$409.20
306107	11/04/2020	Accounts Payable	CorEMR L.C.	\$250.00
306108	11/04/2020	Accounts Payable	DeAnda, Vicki, J	\$394.04
306109	11/04/2020	Accounts Payable	Dease, Iona	\$5,580.00
306110	11/04/2020	Accounts Payable	Dell Marketing LP	\$4,721.59
306111	11/04/2020	Accounts Payable	Diana G. Montgomery, PLLC	\$7,300.00
306112	11/04/2020	Accounts Payable	DJ's Companies, Inc.	\$255.84
306113	11/04/2020	Accounts Payable	Four Peaks Towing	\$255.00
306114	11/04/2020	Accounts Payable	GAONA, RICHARD, C	\$1,250.00
306115	11/04/2020	Accounts Payable	Gila Sweeping LLC	\$475.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306116	11/04/2020	Accounts Payable	GlobeCasting, Inc.	\$400.00
306117	11/04/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$516.91
306118	11/04/2020	Accounts Payable	Hatch Construction & Paving, Inc.	\$43,560.00
306119	11/04/2020	Accounts Payable	Interstate Copy Shop	\$45.41
306120	11/04/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
306121	11/04/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34
306122	11/04/2020	Accounts Payable	JBS Roofing	\$39,326.60
306123	11/04/2020	Accounts Payable	JCloud Law PLLC	\$6,000.00
306124	11/04/2020	Accounts Payable	Konica Minolta Business Solutions	\$1,608.95
306125	11/04/2020	Accounts Payable	LaForge Towing	\$263.00
306126	11/04/2020	Accounts Payable	LBISat LLC	\$144.00
306127	11/04/2020	Accounts Payable	Maxim Staffing Solutions	\$7,213.89
306128	11/04/2020	Accounts Payable	Pima County Government	\$20.00
306129	11/04/2020	Accounts Payable	PITNEY BOWES INC	\$500.00
306130	11/04/2020	Accounts Payable	Postnet	\$16.44
306131	11/04/2020	Accounts Payable	Quality Pumping	\$180.61
306132	11/04/2020	Accounts Payable	R&M Repeater	\$1,611.64
306133	11/04/2020	Accounts Payable	Ricoh USA, Inc.	\$58.81
306134	11/04/2020	Accounts Payable	Ripple , Denice	\$802.90
306135	11/04/2020	Accounts Payable	Salt River Project	\$740.67
306136	11/04/2020	Accounts Payable	Service First Realty LLC	\$1,032.50
306137	11/04/2020	Accounts Payable	Stanley Convergent Security Solutions	\$46,499.00
306138	11/04/2020	Accounts Payable	Suddenlink	\$1,093.45
306139	11/04/2020	Accounts Payable	Thyssenkrupp Elevator Corporation	\$737.66
306140	11/04/2020	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
306141	11/04/2020	Accounts Payable	Town of Payson	\$995.88
306142	11/04/2020	Accounts Payable	Trinity Services Group, Inc.	\$31,523.40
306143	11/04/2020	Accounts Payable	Tyler Technologies, Inc.	\$41,298.29
306144	11/04/2020	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$2,845.00
306145	11/04/2020	Accounts Payable	Waste Management of Arizona, Inc.	\$332.03
306146	11/04/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$22.50
306147	11/04/2020	Accounts Payable	Western Technologies Inc.	\$1,462.00
306148	11/04/2020	Accounts Payable	Xcessories Squared Southwest, Inc.	\$7,929.82

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306149	11/05/2020	Accounts Payable	Arizona Association Superior Court	\$250.00
306150	11/05/2020	Accounts Payable	Administrators Chambers, Bryan, B	\$216.27
306151	11/05/2020	Accounts Payable	CRM of America LLC	\$1,443.43
306152	11/05/2020	Accounts Payable	Crooked Sky Works	\$240.00
306153	11/05/2020	Accounts Payable	High Desert Humane Society	\$500.00
306154	11/05/2020	Accounts Payable	Iron Mountain	\$307.92
306155	11/05/2020	Accounts Payable	Konica Minolta Business Solutions	\$229.01
306156	11/05/2020	Accounts Payable	Law Office of Samantha Sue Elledge, LLC	\$6,600.00
306157	11/05/2020	Accounts Payable	Northern Gila County Sanitary District	\$11,052.20
306159	11/05/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
306160	11/09/2020	Accounts Payable	Alden, Susan	\$105.00
306161	11/09/2020	Accounts Payable	Alexander, John D	\$105.00
306162	11/09/2020	Accounts Payable	Allen, George	\$48.00
306163	11/09/2020	Accounts Payable	Architekton, Inc.	\$6,250.00
306164	11/09/2020	Accounts Payable	Ardt, Douglas, M	\$145.00
306165	11/09/2020	Accounts Payable	Arizona Department of Revenue	\$945.68
306166	11/09/2020	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,250.00
306167	11/09/2020	Accounts Payable	Armstrong Land Services Inc	\$2,200.00
306168	11/09/2020	Accounts Payable	Baer, Jeffrey	\$120.00
306169	11/09/2020	Accounts Payable	Bailey, Randall, A	\$195.78
306170	11/09/2020	Accounts Payable	Barnes, Cynthia	\$105.00
306171	11/09/2020	Accounts Payable	Barsness, Gregory	\$105.00
306172	11/09/2020	Accounts Payable	Belarde, Estelle, K	\$155.00
306173	11/09/2020	Accounts Payable	Belcher, Thomas, D	\$105.00
306174	11/09/2020	Accounts Payable	Bengtson, Randy	\$66.00
306175	11/09/2020	Accounts Payable	Berryman, Vanessa, J	\$105.00
306176	11/09/2020	Accounts Payable	Boone, Cathy, Lou	\$105.00
306177	11/09/2020	Accounts Payable	Boyer, Roland, S	\$57.00
306178	11/09/2020	Accounts Payable	Brewer, Jeralyn	\$105.00
306179	11/09/2020	Accounts Payable	Britain, Rodney	\$155.00
306180	11/09/2020	Accounts Payable	Broeder, Charles	\$54.00
306181	11/09/2020	Accounts Payable	Bryant, Jesse, R	\$30.00
306182	11/09/2020	Accounts Payable	Bullock, Leonard	\$105.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306183	11/09/2020	Accounts Payable	Bullock, Sheila	\$105.00
306184	11/09/2020	Accounts Payable	Burnette , Vino	\$155.00
306185	11/09/2020	Accounts Payable	Campos, Antonella	\$105.00
306186	11/09/2020	Accounts Payable	Campos, Patricia, A	\$145.00
306187	11/09/2020	Accounts Payable	CBI Security Service	\$17,545.61
306188	11/09/2020	Accounts Payable	Clouston, Donald, L	\$105.00
306189	11/09/2020	Accounts Payable	Clouston, Molly, A	\$105.00
306190	11/09/2020	Accounts Payable	Cobre Valley Publishing	\$1,215.32
306191	11/09/2020	Accounts Payable	Cobre Valley Publishing	\$1,243.28
306192	11/09/2020	Accounts Payable	Cockrell, Connie	\$105.00
306193	11/09/2020	Accounts Payable	Cole , Sarah, K	\$123.69
306194	11/09/2020	Accounts Payable	Corvinus, Howard, R	\$105.00
306195	11/09/2020	Accounts Payable	Cox-Robinson, Robert	\$39.96
306196	11/09/2020	Accounts Payable	Cunningham, Debra	\$105.00
306197	11/09/2020	Accounts Payable	Dalby, Robert, William	\$155.00
306198	11/09/2020	Accounts Payable	Dalby, Wilma	\$105.00
306199	11/09/2020	Accounts Payable	Dibble Engineering	\$2,216.73
306200	11/09/2020	Accounts Payable	Dice, Regina, K	\$105.00
306201	11/09/2020	Accounts Payable	Dietrich, Daryl	\$105.00
306202	11/09/2020	Accounts Payable	Dollywood Foundation	\$3,668.12
306203	11/09/2020	Accounts Payable	Downer, Benjamin, E	\$105.00
306204	11/09/2020	Accounts Payable	Dwyer, Herbert	\$155.00
306205	11/09/2020	Accounts Payable	Dye, Shirley	\$105.00
306206	11/09/2020	Accounts Payable	Egler, Silvanus, J	\$105.00
306207	11/09/2020	Accounts Payable	Ennen, Virginia	\$105.00
306208	11/09/2020	Accounts Payable	Everett , Deborah	\$105.00
306209	11/09/2020	Accounts Payable	Figueroa Jr, Joseph	\$105.00
306210	11/09/2020	Accounts Payable	Fleming, Ruth, R	\$105.00
306211	11/09/2020	Accounts Payable	Flowers, Rebecca	\$155.00
306212	11/09/2020	Accounts Payable	Foster, Rosalie	\$105.00
306213	11/09/2020	Accounts Payable	Garcia, Jose, Luis	\$105.00
306214	11/09/2020	Accounts Payable	Garlinghouse, William	\$105.00
306215	11/09/2020	Accounts Payable	Globe Mobile Home Park	\$958.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306216	11/09/2020	Accounts Payable	Gooday, Rosie, A	\$155.00
306217	11/09/2020	Accounts Payable	Goughnour, James, E	\$105.00
306218	11/09/2020	Accounts Payable	Goulden III, Fred	\$30.00
306219	11/09/2020	Accounts Payable	Hamill, Peni, L	\$105.00
306220	11/09/2020	Accounts Payable	Hathaway, James , D	\$105.00
306221	11/09/2020	Accounts Payable	Herzog, Judy, M	\$105.00
306222	11/09/2020	Accounts Payable	Hicks , Shane	\$141.00
306223	11/09/2020	Accounts Payable	Hinojos, Anita, H	\$155.00
306224	11/09/2020	Accounts Payable	Hinojos, Daniel, Rios	\$105.00
306225	11/09/2020	Accounts Payable	Holmes, Margaret	\$105.00
306226	11/09/2020	Accounts Payable	Holt, Robin	\$245.78
306227	11/09/2020	Accounts Payable	Holt, Roxie	\$171.75
306228	11/09/2020	Accounts Payable	Huber, Linda, D	\$138.82
306229	11/09/2020	Accounts Payable	Huggins, Ricki, S	\$63.00
306230	11/09/2020	Accounts Payable	Jackson , Barbara	\$155.00
306231	11/09/2020	Accounts Payable	Jones, Lois	\$155.00
306232	11/09/2020	Accounts Payable	Jones, Miriam, L	\$105.00
306233	11/09/2020	Accounts Payable	Jones, Robert	\$105.00
306234	11/09/2020	Accounts Payable	Joslin, William, D	\$105.00
306235	11/09/2020	Accounts Payable	Julkes, Bettie , J	\$105.00
306236	11/09/2020	Accounts Payable	Juniper, Vanessa	\$105.00
306237	11/09/2020	Accounts Payable	Kayson, Marie, A	\$105.00
306238	11/09/2020	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$85.47
306239	11/09/2020	Accounts Payable	Key, Brenda, J	\$105.00
306240	11/09/2020	Accounts Payable	Kirch, Mark	\$226.65
306241	11/09/2020	Accounts Payable	Leavens, Jerre, L	\$105.00
306242	11/09/2020	Accounts Payable	Little , Geoff	\$100.00
306243	11/09/2020	Accounts Payable	Loving, Valerie	\$155.00
306244	11/09/2020	Accounts Payable	Lovins, MaryAnn	\$105.00
306245	11/09/2020	Accounts Payable	Lupe, Shanda	\$105.00
306246	11/09/2020	Accounts Payable	Mariscal, Cheryle	\$156.00
306247	11/09/2020	Accounts Payable	Martin, Christine	\$105.00
306248	11/09/2020	Accounts Payable	Mathis , Sharon, K	\$105.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306249	11/09/2020	Accounts Payable	McCrary, Linda, L	\$105.00
306250	11/09/2020	Accounts Payable	MCGILL, JOHN	\$600.00
306251	11/09/2020	Accounts Payable	McKinney, Michael, Lynn	\$105.00
306252	11/09/2020	Accounts Payable	Medina, Jerri, L	\$105.00
306253	11/09/2020	Accounts Payable	Miller, Anne, E	\$105.00
306254	11/09/2020	Accounts Payable	Miller , Frances	\$105.00
306255	11/09/2020	Accounts Payable	Modglin, Lisa, M	\$187.20
306256	11/09/2020	Accounts Payable	Moorhead, Judith	\$54.00
306257	11/09/2020	Accounts Payable	Moors, Amanda	\$36.00
306258	11/09/2020	Accounts Payable	Mortensen, Charlotte	\$105.00
306259	11/09/2020	Accounts Payable	Mortensen, Marvin, L	\$105.00
306260	11/09/2020	Accounts Payable	Mundy, Dixie	\$48.00
306261	11/09/2020	Accounts Payable	Nail, Brian	\$195.78
306262	11/09/2020	Accounts Payable	O'Neil Printing Inc.	\$187.85
306263	11/09/2020	Accounts Payable	Office Depot	\$22.18
306264	11/09/2020	Accounts Payable	Oliver, Jim	\$105.00
306265	11/09/2020	Accounts Payable	Olson, Dylan	\$228.00
306266	11/09/2020	Accounts Payable	Orear, Frances, L	\$115.00
306267	11/09/2020	Accounts Payable	Pacheco, Joseph, G	\$57.00
306268	11/09/2020	Accounts Payable	Pacheco, Lacey, N	\$57.00
306269	11/09/2020	Accounts Payable	Palm, Samantha, J	\$105.00
306270	11/09/2020	Accounts Payable	Paulus, Gayle	\$105.00
306271	11/09/2020	Accounts Payable	Phillips, Karen, A	\$105.00
306272	11/09/2020	Accounts Payable	Polk JR, Elbert	\$105.00
306273	11/09/2020	Accounts Payable	Pope, Ubreka	\$105.00
306274	11/09/2020	Accounts Payable	Porter, Peggy	\$105.00
306275	11/09/2020	Accounts Payable	Power , Victor, Owen	\$57.00
306276	11/09/2020	Accounts Payable	Randall, LaDonna	\$105.00
306277	11/09/2020	Accounts Payable	Rasmussen, James	\$105.00
306278	11/09/2020	Accounts Payable	Riley, Crystal	\$105.00
306279	11/09/2020	Accounts Payable	Rodgers, Donna	\$105.00
306280	11/09/2020	Accounts Payable	Rogers, Linda	\$105.00
306281	11/09/2020	Accounts Payable	Rogers , Olga	\$54.00

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306282	11/09/2020	Accounts Payable	Rogers, William, Thomas	\$54.00
306283	11/09/2020	Accounts Payable	Rowe, Maryann, L	\$155.00
306284	11/09/2020	Accounts Payable	Ryan, Michael, J	\$105.00
306285	11/09/2020	Accounts Payable	Ryan, Pamela, C	\$105.00
306286	11/09/2020	Accounts Payable	Schiedewind , Kathryn	\$105.00
306287	11/09/2020	Accounts Payable	Schwenk, Lynda	\$105.00
306288	11/09/2020	Accounts Payable	Shafferkoetter, Judy	\$155.00
306289	11/09/2020	Accounts Payable	Singleton, Crystal	\$189.00
306290	11/09/2020	Accounts Payable	Sluyter, Cheryl, L	\$48.00
306291	11/09/2020	Accounts Payable	Sparkletts Water	\$23.50
306292	11/09/2020	Accounts Payable	Speer , Jack	\$54.00
306293	11/09/2020	Accounts Payable	Speer, Patrick, A	\$66.00
306294	11/09/2020	Accounts Payable	Stevens , Esther	\$155.00
306295	11/09/2020	Accounts Payable	Stroud, Barbara	\$105.00
306296	11/09/2020	Accounts Payable	Thieme, Diana	\$105.00
306297	11/09/2020	Accounts Payable	Thompson, Elton	\$105.00
306298	11/09/2020	Accounts Payable	Thompson, Lee, Nette	\$105.00
306299	11/09/2020	Accounts Payable	Tolle, Judith	\$105.00
306300	11/09/2020	Accounts Payable	Truax, Larue	\$105.00
306301	11/09/2020	Accounts Payable	Underhill, Charlene	\$105.00
306302	11/09/2020	Accounts Payable	UniFirst Corporation	\$103.83
306303	11/09/2020	Accounts Payable	Uribe, Elijah, K	\$66.00
306304	11/09/2020	Accounts Payable	Valenzuela, Jenny	\$48.00
306305	11/09/2020	Accounts Payable	Van Keuren, Denise, D	\$105.00
306306	11/09/2020	Accounts Payable	Varker, Judith	\$105.00
306307	11/09/2020	Accounts Payable	Via, Harley, J	\$105.00
306308	11/09/2020	Accounts Payable	Waddell, Gloria, A	\$105.00
306309	11/09/2020	Accounts Payable	Weintraut, Philip	\$105.00
306310	11/09/2020	Accounts Payable	Williams, Eddie	\$105.00
306311	11/09/2020	Accounts Payable	Williams, Stevan	\$63.00
306312	11/09/2020	Accounts Payable	Wolterbeck, Paul	\$36.00
306313	11/09/2020	Accounts Payable	Yunker, Darlene	\$105.00
306314	11/09/2020	Accounts Payable	AK Solutions USA	\$500.00

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306315	11/09/2020	Accounts Payable	Alvarez, Alfonso	\$409.40
306316	11/09/2020	Accounts Payable	Ardt, Douglas, M	\$111.00
306317	11/09/2020	Accounts Payable	Barajas, Marion, R	\$48.00
306318	11/09/2020	Accounts Payable	Braddock, Karrol, L	\$61.86
306319	11/09/2020	Accounts Payable	Broeder, Charles	\$606.00
306320	11/09/2020	Accounts Payable	C&M Communications LLC	\$843.61
306321	11/09/2020	Accounts Payable	CenturyLink	\$115.79
306322	11/09/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$1,667.60
306323	11/09/2020	Accounts Payable	Collins & Collins LLP	\$12,054.00
306324	11/09/2020	Accounts Payable	Community Bridges, Inc.	\$1,298.05
306325	11/09/2020	Accounts Payable	County of Yavapai	\$7,750.00
306326	11/09/2020	Accounts Payable	Gonzales, Joseph, X	\$48.00
306327	11/09/2020	Accounts Payable	Griffin's Propane, Inc.	\$25.85
306328	11/09/2020	Accounts Payable	Hatch Construction & Paving, Inc.	\$2,874.96
306329	11/09/2020	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$158.63
306330	11/09/2020	Accounts Payable	Huey, Julie	\$118.32
306331	11/09/2020	Accounts Payable	Iron Mountain	\$310.05
306332	11/09/2020	Accounts Payable	King, Joanie , S	\$80.55
306333	11/09/2020	Accounts Payable	Language Line Services, Inc.	\$246.54
306334	11/09/2020	Accounts Payable	Lupe, Pearly	\$105.00
306335	11/09/2020	Accounts Payable	Lupe, Randy	\$105.00
306336	11/09/2020	Accounts Payable	Mariscal, Cheryle	\$114.00
306337	11/09/2020	Accounts Payable	Menlove , James	\$232.02
306338	11/09/2020	Accounts Payable	Moore , Pat	\$56.07
306339	11/09/2020	Accounts Payable	Office Depot	\$1,499.65
306340	11/09/2020	Accounts Payable	Pine-Strawberry Water Improvement	\$73.45
306341	11/09/2020	Accounts Payable	Rogers, Brian, D	\$48.00
306342	11/09/2020	Accounts Payable	Schwenk, Lynda	\$111.00
306343	11/09/2020	Accounts Payable	SPOK, Inc.	\$200.78
306344	11/09/2020	Accounts Payable	Thomson Reuters West	\$373.14
306345	11/09/2020	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
306346	11/09/2020	Accounts Payable	TUCKER, VELMA, L	\$44,000.00
306347	11/09/2020	Accounts Payable	Vaupel, John, W	\$71.20

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306348	11/09/2020	Accounts Payable	Wilson Investigative Services	\$400.00
306349	11/10/2020	Accounts Payable	Social Security Administration	\$194.89
306350	11/10/2020	Accounts Payable	Againeses, Shirley	\$885.00
306351	11/10/2020	Accounts Payable	Arizona Public Service	\$483.39
306352	11/10/2020	Accounts Payable	Atomic Pest Control LLC	\$291.50
306353	11/10/2020	Accounts Payable	Beltran, Michael, D	\$105.00
306354	11/10/2020	Accounts Payable	Bengtson, Randy	\$1,053.00
306355	11/10/2020	Accounts Payable	Bose Public Affairs Group	\$7,000.00
306356	11/10/2020	Accounts Payable	CenturyLink	\$743.35
306357	11/10/2020	Accounts Payable	CRM of America LLC	\$9,005.84
306358	11/10/2020	Accounts Payable	Digital Imaging Systems, LLC	\$113.95
306359	11/10/2020	Accounts Payable	FedEx	\$24.78
306360	11/10/2020	Accounts Payable	HENRY & HORNE LLP	\$3,500.00
306361	11/10/2020	Accounts Payable	Konica Minolta Business Solutions	\$343.44
306362	11/10/2020	Accounts Payable	LexisNexis Matthew Bender	\$1,232.10
306363	11/10/2020	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$108.17
306364	11/10/2020	Accounts Payable	McKesson Medical-Surgical Government	\$234.60
306365	11/10/2020	Accounts Payable	McSpadden Ford Inc.	\$67,281.96
306367	11/10/2020	Accounts Payable	Mundy, Dixie	\$903.00
306368	11/10/2020	Accounts Payable	Nan McKay & Associates, Inc.	\$20.00
306369	11/10/2020	Accounts Payable	North Country HealthCare, Inc.	\$117.50
306370	11/10/2020	Accounts Payable	Payson Apts., A LTD. Partnership	\$300.00
306371	11/10/2020	Accounts Payable	Payson Apts., A LTD. Partnership	\$254.00
306372	11/10/2020	Accounts Payable	Payson Roundup	\$2,007.16
306373	11/10/2020	Accounts Payable	Rogers, William, Thomas	\$966.00
306374	11/10/2020	Accounts Payable	Rolf, Rhonda, Leigh	\$925.00
306375	11/10/2020	Accounts Payable	Rutherford, Nancy, Kay	\$7.83
306376	11/10/2020	Accounts Payable	San Carlos Apache Tribe	\$483.22
306377	11/10/2020	Accounts Payable	Sanders Transport	\$466.15
306378	11/10/2020	Accounts Payable	SenSource Inc	\$746.00
306379	11/10/2020	Accounts Payable	Shred-It	\$110.26
306380	11/10/2020	Accounts Payable	Singleton, Crystal	\$564.00
306381	11/10/2020	Accounts Payable	Sparklight	\$648.78

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306382	11/10/2020	Accounts Payable	Suddenlink	\$1,558.81
306383	11/10/2020	Accounts Payable	Swinney, Michael, A	\$180.00
306384	11/10/2020	Accounts Payable	Tim's Tire , LLC	\$532.50
306385	11/10/2020	Accounts Payable	Trimble, Chebel	\$350.00
306386	11/10/2020	Accounts Payable	Tyler Technologies, Inc.	\$28,234.19
306387	11/10/2020	Accounts Payable	Uline, Inc	\$137.29
306388	11/10/2020	Accounts Payable	UniFirst Corporation	\$38.12
306389	11/10/2020	Accounts Payable	VWR Funding Inc	\$17,133.45
306390	11/10/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$67.50
306391	11/10/2020	Accounts Payable	Wright , Timothy	\$512.64
306393	11/13/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,447.33
306394	11/13/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$236,971.67
306395	11/13/2020	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$173,006.05
306396	11/13/2020	Accounts Payable	AZCOPS	\$13.50
306397	11/13/2020	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,020.96
306398	11/13/2020	Accounts Payable	CORP - AOC	\$18,565.30
306399	11/13/2020	Accounts Payable	CORP - DISPATCHER	\$2,445.47
306400	11/13/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$16,749.64
306401	11/13/2020	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$18.72
306402	11/13/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$16,673.72
306403	11/13/2020	Accounts Payable	EMP LEGACY	\$9,323.71
306404	11/13/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
306405	11/13/2020	Accounts Payable	Gila County Government	\$100.00
306406	11/13/2020	Accounts Payable	GILSBAR FSA	\$1,242.58
306407	11/13/2020	Accounts Payable	GILSBAR HSA	\$2,797.92
306408	11/13/2020	Accounts Payable	IVY FUNDS	\$567.50
306409	11/13/2020	Accounts Payable	JP MORGAN CHASE DOR	\$27,371.21
306410	11/13/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$71,481.66
306411	11/13/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,287.66
306412	11/13/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,287.66
306413	11/13/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,175.36
306414	11/13/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,175.36
306415	11/13/2020	Accounts Payable	METLIFE	\$400.00

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306416	11/13/2020	Accounts Payable	MIDLAND FUNDING LLC	\$229.18
306417	11/13/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
306418	11/13/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,151.50
306419	11/13/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$7,156.63
306420	11/13/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$4,864.47
306421	11/13/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$735.00
306422	11/13/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$52,032.39
306423	11/13/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,760.00
306424	11/13/2020	Accounts Payable	Social Security Administration	\$194.89
306425	11/13/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,754.41
306426	11/13/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
306427	11/12/2020	Accounts Payable	Alhambra Mobile Home Park & Storage LLC	\$1,673.81
306428	11/12/2020	Accounts Payable	Arizona Public Service	\$538.04
306429	11/12/2020	Accounts Payable	Belarde, Estelle, K	\$43.00
306430	11/12/2020	Accounts Payable	Bryan, Michael	\$1,800.00
306431	11/12/2020	Accounts Payable	Carahsoft Technology Corporation	\$568.18
306432	11/12/2020	Accounts Payable	CenturyLink	\$414.08
306433	11/12/2020	Accounts Payable	Experian Information Solutions, Inc	\$32.24
306434	11/12/2020	Accounts Payable	Fuelco Energy LLC	\$18,582.97
306435	11/12/2020	Accounts Payable	Gila County Government	\$40.00
306436	11/12/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
306437	11/12/2020	Accounts Payable	Kimley-Horn & Associates, Inc.	\$12,947.55
306438	11/12/2020	Accounts Payable	Konica Minolta Business Solutions U.S.A., Inc	\$157.90
306439	11/12/2020	Accounts Payable	Language Connection	\$425.00
306440	11/12/2020	Accounts Payable	Language Line Services, Inc.	\$54.15
306441	11/12/2020	Accounts Payable	McCreary Group	\$202.40
306442	11/12/2020	Accounts Payable	Mills General Construction	\$700.00
306443	11/12/2020	Accounts Payable	Nelson, Timothy	\$6,000.00
306444	11/12/2020	Accounts Payable	OverDrive, Inc.	\$10,000.00
306445	11/12/2020	Accounts Payable	Palmer, Jessica	\$289.25
306446	11/12/2020	Accounts Payable	Palmer , Melvin, M	\$1,251.00
306447	11/12/2020	Accounts Payable	Rives, Larry, Leroy	\$666.00
306448	11/12/2020	Accounts Payable	Sparklight	\$779.79

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306449	11/12/2020	Accounts Payable	State of Arizona	\$4.00
306450	11/12/2020	Accounts Payable	State of Arizona	\$1,550.00
306451	11/12/2020	Accounts Payable	Thomson Reuters West	\$3,211.79
306452	11/12/2020	Accounts Payable	Tioga Solor Gila, LLC	\$3,969.25
306453	11/12/2020	Accounts Payable	Town of Payson	\$33.16
306454	11/12/2020	Accounts Payable	Upholstery Station	\$271.48
306455	11/12/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$42.00
306456	11/12/2020	Accounts Payable	Gregan & Associates	\$6,000.00
306457	11/12/2020	Accounts Payable	Hayes Enterprises	\$10,000.00
306458	11/12/2020	Accounts Payable	Loven Contracting Inc.	\$120,229.71
306459	11/12/2020	Accounts Payable	PINE/STRAWBERRY FOOD BANK	\$2,000.00
306460	11/12/2020	Accounts Payable	Service Plus	\$300.00
306461	11/12/2020	Accounts Payable	UniFirst Corporation	\$61.32
306462	11/17/2020	Accounts Payable	Social Security Administration	\$194.89
306463	11/17/2020	Accounts Payable	Alliant Arizona Propane, LLC	\$15.32
306464	11/17/2020	Accounts Payable	Arizona Department of Economic Security	\$14,738.10
306465	11/17/2020	Accounts Payable	Arizona Local Government Employee Benefit Trust	\$490,023.69
306466	11/17/2020	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,287.50
306467	11/17/2020	Accounts Payable	Arizona Public Service	\$381.71
306468	11/17/2020	Accounts Payable	Atomic Pest Control LLC	\$70.50
306469	11/17/2020	Accounts Payable	Barefoot, Marion, J	\$1,005.00
306470	11/17/2020	Accounts Payable	Beltran, Michael, D	\$120.00
306471	11/17/2020	Accounts Payable	Center Ridge Apartments LLLP	\$628.00
306472	11/17/2020	Accounts Payable	CenturyLink	\$651.66
306473	11/17/2020	Accounts Payable	Coalition of Arizona/New Mexico Counties	\$1,300.00
306474	11/17/2020	Accounts Payable	Cordant Health Solutions	\$689.20
306475	11/17/2020	Accounts Payable	Crooked Sky Works	\$240.00
306476	11/17/2020	Accounts Payable	DCR Services & Construction, Inc	\$9,296.50
306477	11/17/2020	Accounts Payable	DORRIS, BONNIE	\$750.00
306478	11/17/2020	Accounts Payable	Entry Point, LLC	\$1,000.00
306479	11/17/2020	Accounts Payable	Fuelco Energy LLC	\$8,791.66
306480	11/17/2020	Accounts Payable	Grossman & Grossman, Ltd.	\$255.00
306481	11/17/2020	Accounts Payable	Hobbs, Melodee, Kay	\$250.00

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306482	11/17/2020	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$250.00
306483	11/17/2020	Accounts Payable	JaLin Enterprises Inc.	\$667.84
306484	11/17/2020	Accounts Payable	Jani-Serv, Inc	\$4,675.38
306485	11/17/2020	Accounts Payable	Lionbridge Technologies, Inc	\$114.24
306486	11/17/2020	Accounts Payable	Maxim Staffing Solutions	\$2,412.00
306487	11/17/2020	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$800.00
306488	11/17/2020	Accounts Payable	MCI Communication Services, Inc.	\$36.27
306489	11/17/2020	Accounts Payable	Modglin, Lisa, M	\$71.20
306490	11/17/2020	Accounts Payable	Multitech	\$435.00
306491	11/17/2020	Accounts Payable	Payson Units LLC	\$730.00
306492	11/17/2020	Accounts Payable	Pinal County	\$5,075.00
306493	11/17/2020	Accounts Payable	Pinal County	\$93,750.00
306494	11/17/2020	Accounts Payable	Pinal Mountain Apartments	\$531.00
306495	11/17/2020	Accounts Payable	Pleasant Valley Community Medical Center	\$150.00
306496	11/17/2020	Accounts Payable	Right Away Disposal	\$377.00
306497	11/17/2020	Accounts Payable	Rim Communications	\$147.65
306498	11/17/2020	Accounts Payable	Ripple , Denice	\$2,591.60
306499	11/17/2020	Accounts Payable	Sanders Transport	\$844.30
306500	11/17/2020	Accounts Payable	Schendel Pest Control	\$75.00
306501	11/17/2020	Accounts Payable	Shred-It	\$1,066.45
306502	11/17/2020	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$2,549.50
306503	11/17/2020	Accounts Payable	State of Arizona	\$26,992.00
306504	11/17/2020	Accounts Payable	State of Arizona	\$415.00
306505	11/17/2020	Accounts Payable	Swinney, Michael, A	\$108.00
306506	11/17/2020	Accounts Payable	Swiss Village Self Storage	\$149.00
306507	11/17/2020	Accounts Payable	TDS Telecom	\$114.69
306508	11/17/2020	Accounts Payable	TGI Systems LLC	\$9,540.00
306509	11/17/2020	Accounts Payable	UniFirst Corporation	\$378.92
306510	11/17/2020	Accounts Payable	US Imaging Inc.	\$336.92
306511	11/17/2020	Accounts Payable	USDA Forest Service	\$2,531.06
306512	11/17/2020	Accounts Payable	WATCHGUARD VIDEO INC	\$9,572.31
306513	11/17/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
306514	11/17/2020	Accounts Payable	Wolak, David	\$216.28

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306515	11/17/2020	Accounts Payable	Wrangler Plumbing Inc.	\$250.00
306516	11/19/2020	Accounts Payable	A2 Beeline Auto Glass	\$80.00
306517	11/19/2020	Accounts Payable	Advantage Home Performance, Inc	\$7,009.00
306518	11/19/2020	Accounts Payable	Arizona Counties Insurance Pool	\$4,023.28
306519	11/19/2020	Accounts Payable	Arizona Public Service	\$3,298.88
306520	11/19/2020	Accounts Payable	Arizona Water Company	\$132.60
306521	11/19/2020	Accounts Payable	CenturyLink	\$1,292.03
306522	11/19/2020	Accounts Payable	Copper State Sanitation	\$600.00
306523	11/19/2020	Accounts Payable	CRM of America LLC	\$5,569.27
306524	11/19/2020	Accounts Payable	Dease, Iona	\$720.00
306525	11/19/2020	Accounts Payable	Election Systems & Software, LLC	\$5,027.50
306526	11/19/2020	Accounts Payable	Empire Southwest LLC	\$2,700.00
306527	11/19/2020	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,242.50
306528	11/19/2020	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$345.45
306529	11/19/2020	Accounts Payable	Meyer, Miranda, R	\$500.00
306530	11/19/2020	Accounts Payable	Payson Justice Court	\$45.61
306531	11/19/2020	Accounts Payable	Payson Magistrate Court	\$12.93
306532	11/19/2020	Accounts Payable	Payson Roundup	\$410.49
306533	11/19/2020	Accounts Payable	Seto, Rita, W	\$20,000.00
306534	11/19/2020	Accounts Payable	Southwest Gas	\$72.11
306535	11/19/2020	Accounts Payable	Sparkletts Water	\$804.25
306536	11/19/2020	Accounts Payable	Sparklight	\$328.89
306537	11/19/2020	Accounts Payable	TDS Telecom	\$203.58
306538	11/19/2020	Accounts Payable	The Architecture Company	\$7,718.04
306539	11/19/2020	Accounts Payable	The Arizona Partnership for Telecommunications	\$81.12
306540	11/19/2020	Accounts Payable	Waters Sparkletts of Payson, LLC	\$90.00
306541	11/19/2020	Accounts Payable	Westwood Pharmacy	\$3,805.28
306542	11/20/2020	Accounts Payable	Social Security Administration	\$194.89
306543	11/23/2020	Accounts Payable	American Outdoor Advertising LLC	\$200.00
306544	11/23/2020	Accounts Payable	Arizona Elite Commercial	\$2,663.98
306545	11/23/2020	Accounts Payable	Arizona Planning & Paralegal Solutions	\$950.00
306546	11/23/2020	Accounts Payable	Armstrong Land Services Inc	\$7,000.00
306547	11/23/2020	Accounts Payable	AT&T	\$10.96

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306548	11/23/2020	Accounts Payable	Bernays, Michael, B	\$6,000.00
306549	11/23/2020	Accounts Payable	C&M Communications LLC	\$610.00
306550	11/23/2020	Accounts Payable	Caterpillar Financial Services Corporation	\$90,345.16
306551	11/23/2020	Accounts Payable	CenturyLink	\$959.57
306552	11/23/2020	Accounts Payable	CenturyLink Business Services	\$755.30
306553	11/23/2020	Accounts Payable	Command Solutions 4	\$26,000.00
306554	11/23/2020	Accounts Payable	Corona Signs LLC	\$211.90
306555	11/23/2020	Accounts Payable	County Managers Association of Arizona	\$150.00
306556	11/23/2020	Accounts Payable	Crown Castle USA, Inc	\$528.49
306557	11/23/2020	Accounts Payable	ECKHARDT, DOUGLAS, SCOTT	\$1,100.00
306558	11/23/2020	Accounts Payable	GARCIA, JEAN	\$1,200.00
306559	11/23/2020	Accounts Payable	Gila County Government	\$3,098.39
306560	11/23/2020	Accounts Payable	JC Wordsmith Translation & Interpretation Inc	\$360.00
306561	11/23/2020	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$128.73
306562	11/23/2020	Accounts Payable	RKS Auto Parts	\$5,994.03
306563	11/23/2020	Accounts Payable	Saguaro Diving & Sports Inc.	\$4,882.00
306564	11/23/2020	Accounts Payable	SHI International Corp.	\$6,577.22
306565	11/23/2020	Accounts Payable	Sparkletts Water	\$70.75
306566	11/23/2020	Accounts Payable	Stanley Convergent Security Solutions	\$382.50
306567	11/23/2020	Accounts Payable	UniFirst Corporation	\$138.31
306568	11/23/2020	Accounts Payable	US Imaging Inc.	\$293.59
306570	11/25/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,371.13
306571	11/25/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$233,557.05
306572	11/25/2020	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$169,688.59
306573	11/25/2020	Accounts Payable	AZCOPS	\$13.50
306574	11/25/2020	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$5,917.33
306575	11/25/2020	Accounts Payable	CORP - AOC	\$18,565.29
306576	11/25/2020	Accounts Payable	CORP - DISPATCHER	\$2,690.02
306577	11/25/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$17,483.53
306578	11/25/2020	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$18.72
306579	11/25/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$16,673.72
306580	11/25/2020	Accounts Payable	EORP LEGACY	\$9,263.47
306581	11/25/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08

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306582	11/25/2020	Accounts Payable	Gila County Government	\$100.00
306583	11/25/2020	Accounts Payable	GILSBAR FSA	\$1,242.58
306584	11/25/2020	Accounts Payable	GILSBAR HSA	\$2,797.92
306585	11/25/2020	Accounts Payable	IVY FUNDS	\$567.50
306586	11/25/2020	Accounts Payable	JP MORGAN CHASE DOR	\$26,722.86
306587	11/25/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,889.08
306588	11/25/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$59,281.81
306589	11/25/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$59,281.81
306590	11/25/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,940.29
306591	11/25/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,940.29
306592	11/25/2020	Accounts Payable	METLIFE	\$400.00
306593	11/25/2020	Accounts Payable	MIDLAND FUNDING LLC	\$229.18
306594	11/25/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
306595	11/25/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,051.50
306596	11/25/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$7,156.63
306597	11/25/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,003.14
306598	11/25/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$735.00
306599	11/25/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$55,328.66
306600	11/25/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,760.00
306601	11/25/2020	Accounts Payable	Social Security Administration	\$194.89
306602	11/25/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,754.41
306603	11/25/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
306604	11/24/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$2,959.82
306605	11/25/2020	Accounts Payable	Advantage Home Performance, Inc	\$5,606.00
306606	11/25/2020	Accounts Payable	Alliant Arizona Propane, LLC	\$311.35
306607	11/25/2020	Accounts Payable	Arizona Department of Revenue	\$47.27
306608	11/25/2020	Accounts Payable	Arizona Public Service	\$949.53
306609	11/25/2020	Accounts Payable	Arizona Water Company	\$271.48
306610	11/25/2020	Accounts Payable	AT&T	\$35.86
306611	11/25/2020	Accounts Payable	Baer, Gregory, Allen	\$1,800.00
306612	11/25/2020	Accounts Payable	Bass, Sandra, J	\$205.00
306613	11/25/2020	Accounts Payable	Beltran, Michael, D	\$120.00
306614	11/25/2020	Accounts Payable	Bunger Steel Inc	\$8,386.93

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306615	11/25/2020	Accounts Payable	CENTER FOR INTERNET SECURITY	\$14,700.00
306616	11/25/2020	Accounts Payable	Center Ridge Apartments LLLP	\$628.00
306617	11/25/2020	Accounts Payable	CenturyLink	\$826.59
306618	11/25/2020	Accounts Payable	City of Globe	\$56,800.00
306619	11/25/2020	Accounts Payable	DILLON, MEGAN	\$390.00
306620	11/25/2020	Accounts Payable	DJ's Companies, Inc.	\$255.84
306621	11/25/2020	Accounts Payable	Fuelco Energy LLC	\$12,164.60
306622	11/25/2020	Accounts Payable	GREANEY, CASSANDRA	\$2,280.00
306623	11/25/2020	Accounts Payable	Greenlight Traffic Engineering, LLC	\$2,310.00
306624	11/25/2020	Accounts Payable	HealthEquity, Inc	\$167.60
306625	11/25/2020	Accounts Payable	Helm, Livesay & Worthington, Ltd	\$30.49
306626	11/25/2020	Accounts Payable	Hillyard INC	\$39.66
306627	11/25/2020	Accounts Payable	Hillyard-Flagstaff	\$480.38
306628	11/25/2020	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
306629	11/25/2020	Accounts Payable	Isabelle Hunt Memorial Public Library	\$56,050.00
306630	11/25/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
306631	11/25/2020	Accounts Payable	JBS Roofing	\$191,262.90
306632	11/25/2020	Accounts Payable	KS StateBank	\$262.39
306633	11/25/2020	Accounts Payable	Mountain Home Interiors	\$1,384.18
306634	11/25/2020	Accounts Payable	Nan McKay & Associates, Inc.	\$239.00
306635	11/25/2020	Accounts Payable	Northrup, Laura	\$425.00
306636	11/25/2020	Accounts Payable	Office Depot	\$75.56
306637	11/25/2020	Accounts Payable	Ortiz, P.C., Anna , C.	\$6,000.00
306638	11/25/2020	Accounts Payable	PAYSON PUBLIC LIBRARY	\$117,500.00
306639	11/25/2020	Accounts Payable	Phoenix Children's Medical Group	\$1,215.00
306640	11/25/2020	Accounts Payable	PITNEY BOWES INC	\$29.60
306641	11/25/2020	Accounts Payable	Pleasant Valley Community Medical	\$150.00
306642	11/25/2020	Accounts Payable	Quality Pumping	\$180.61
306643	11/25/2020	Accounts Payable	Service First Realty LLC	\$1,100.00
306644	11/25/2020	Accounts Payable	Sparkletts Water	\$70.75
306645	11/25/2020	Accounts Payable	SPOK, Inc.	\$15.52
306646	11/25/2020	Accounts Payable	St. Paul's United Methodist Church	\$1,000.00
306647	11/25/2020	Accounts Payable	Suddenlink	\$196.57

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

306648	11/25/2020	Accounts Payable	Swinney, Michael, A	\$180.00
306649	11/25/2020	Accounts Payable	THERMO FLUIDS INC	\$86.95
306650	11/25/2020	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
306651	11/25/2020	Accounts Payable	Tonto Basin Public Library	\$36,465.00
306652	11/25/2020	Accounts Payable	Town of Miami	\$27,200.00
306653	11/25/2020	Accounts Payable	Trimble, Kalen	\$72.09
306654	11/25/2020	Accounts Payable	Truax, Olivia	\$105.00
306655	11/25/2020	Accounts Payable	UniFirst Corporation	\$138.89
306656	11/25/2020	Accounts Payable	US POSTAL SERVICE POSTAGE BY PHONE	\$2,884.00
Type Check Totals:	600 Transactions			<u>\$4,334,710.08</u>
JP Morgan AP - JP Morgan Accounts Payable Totals				

Payment Register

From Payment Date: 11/1/2020 - To Payment Date: 11/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
306158	11/05/2020	Voided	Wrong Address	11/06/2020	Accounts Payable	TESTING SOLUTIONS LLC	\$500.00
306366	11/10/2020	Voided	Other Void	11/10/2020	Accounts Payable	Miller III, Palmer, R	\$289.25
306392	11/12/2020	Voided	Ach Direct Deposit	11/12/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$646,742.38
306569	11/24/2020	Voided	Ach Direct Deposit	11/24/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$639,407.15
Type Check Totals:					4 Transactions		<u>\$1,286,938.78</u>
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-6370

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 12/15/2020

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for the Month of November

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager approved contracts under \$50,000 for the month of November

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of November.

Attachments

Under \$50K Report for November

Service Agreement No. 060520 with Convenient Mobile Services LLC

Limited Services Contract Complete Carewith Magellan Complete Care of Arizona

Contract Agreement ADEQ18-202760 with Native Environmental

Professional Service Agreement No. 102720 with MaryAnne Moreno, RN

Contract No. 061620 with Jackssons Trailers, Inc.

Service Agreement No. 102520 with Armstrong Land Services, Inc.

Contract No. 100120 with McSpadden Ford, Inc.

Service Agreement No. 110620 with H&H Paving

Contract Agreement 012219CH1 with BI Incorporated

Service Agreement No. 110920 with Viking Specialty Contracting

Amendment No. 2 to Professional Services Contract No. 032918

Professional Service Agreement No. 102620 with Yvonne Askew, RN

Amendment No. 1 to Professional Services Contract No. 102219 with
Glinda Fabok, CSR

Professional Services Contract No. 110220 with Mark Kaufman

Service Agreement No. 111120 with Stratton Builders

Service Agreement No. 102220 with The Arizona Partnership for
Immunization

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

November 01, 2020 to November 30, 2020

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Convenient Mobile Services LLC	Service Agreement No. 060520 Facilities Management	\$20,900.00	11-03-20 to 05-31-21	11-03-20	Expires	Contractor will erect a steel building canopy, including excavation, concrete piers and all equipment and labor.
3	Magellan Complete Care of Arizona	Coordination of Care Agreement No. YH19-0001 Probation Department	N/A	11-03-20 to 11-02-21	11-03-20	Option to Renew	Create collaborative protocol for effective communications, coordination and continuity of care for adults and children eligible for services provided by Magellan who are under supervision of Probation.
4	Native Environmental	S.A.V.E Cooperative Contract Agreement No. ADEQ18-202760 Facilities Management	\$9,295.00	11-03-20 to 03-31-21	11-03-20	Expires	Gila County wishes to utilize Native Environmental to provide Asbestos Abatement on the roof at 107 W Frontier Pays. All documents executive by the State Contract No. ADEQ18-202760 apply to this procurement between Gila County and Native Environmental.
5	Mary Anne Moreno, RN	Professional Service Agreement No. 102720 Health & Emergency Management	\$16,200.00	11-03-20 to 11-02-21	11-03-20	Option to Renew	The Gila County Department, Nursing Division is short staffed and needs assistance in providing flu vaccinations to the community.

6	Jackssons Trailers, Inc.	Contract No. 091620	\$8,056.71	11-13-20 to 03-31-21	11-13-20	Expires	It is the intent of the General Services/Fleet Management to purchase one (1) Enclosed Utility Trailer on behalf of the Sheriff's Office for Sheriff Office Firearms Training.
7	Armstrong Land Services, Inc.	Service Agreement No. 102520 Facilities Management	\$7,000.00	11-13-20 to 04-30-21	11-13-20	Expires	Remove trees to prep site for construction of Payson Multipurpose Complex.
8	McSpadden Ford, Inc.	Contract 100120 Fleet Management	\$33,546.86	11-13-20 to 06-29-21	11-13-20	Expires	It is the intent of the General Services/Fleet Management to purchase one (1) New F250, Super Duty, Extended Cab, 4x4 with 6 ¾' Long Wide Bed, Heavy Duty Suspension Pick-up for Solid Waste-Landfills to replace vehicle B-028 is a 2002 Chevrolet Pickup 1/2 T 4x4 with 117,164 miles.
9	H&H Paving	Service Agreement No. 110620 Facilities Management	\$27,255.00	11-13-20 to 12-31-20	11-13-20	Expires	Repave the parking lots for Payson Health and Payson SO.
10	BI Incorporated	U.S. Communities Cooperative Contract No. 012219CH1	\$50,000.00	12-01-20 to 11-30-21	11-13-20	Option to Renew	Gila County wishes to utilize BI Inc. for juvenile home detention electronic monitoring. All documents executed by the US Communities Agreement No. 012219CH1 apply to this procurement between Gila County and BI Inc.; U.S. Communities is a Cooperative Extension contract; Gila County Probation will utilize the statewide contract held by the Arizona Supreme Court Administrative Office of the Courts (AOC).

11	Viking Specialty Contracting	Service Agreement No. 110920 Board of Supervisors	\$40,666.60	11-13-20 to 01-31-21	11-13-20	Expires	Contractor will remove and install ramadas, Forest Service is donating.
12	Jerry DeRose	Amendment No. 2 to Professional Services Contract No. 032918	\$7,500.00	08-15-20 to 08-14-21	11-10-20	Option to Renew	Amendment No. 2 will serve to extend the contract from August 15, 2020 to August 14, 2021. Mr. DeRose will provide all legal advice to the Gila County Personnel Commission, as well as, document preparation (i.e. Findings of Facts and Conclusions of Law) and will attend all Personnel Commission hearings and meetings. The Personnel Commission must have legal counsel readily available to them.
13	Yvonne Askew, RN	Professional Service Agreement No. 102620 Health and Emergency Management	\$14,400.00	11-10-20 to 11-09-21	11-10-20	Option to Renew	The Gila County Department, Nursing Division is short staffed and needs assistance in providing flu vaccinations to the community.
14	Glinda Fabok, CSR	Amendment No. 1 to Professional Services Contract No. 102219 Superior Court	\$6,500.00	11-04-20 to 11-03-21	11-10-20	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from 11-04-20 to 11-03-21 and decrease the dollar amount of the contract. Gila County Superior Court utilizes this reporter to provide certified court reporting services on an "as needed" basis.

15	Mark Kaufman	Professional Services Contract No. 110220 Community Development	\$17,000.00	11-17-20 to 04-16-21	11-17-20	Expires	Mark Kaufman will work as a plan's examiner for 16 hours per week until the position has been filled. There is only one full time plans examiner position with Community Development. Mark has been in the position for the past 5 years but is retiring at the end of October 2020. No applications have been received since the job was posted on 9/17/20. There are currently 49 building plans waiting to be reviewed, in review, or need additional information to complete the review. With Mark gone, the Building Official and other staff will perform the duties of the plan's examiner in addition to their assigned duties. This will likely result in increased plan review times, reduced customer service, and displeased contractors.
16	Stratton Builders	Service Agreement No. 111120 Repair Project #11836 Community Services- Housing	\$9,695.00	11-17-20 to 12-15-20	11-17-20	Expires	The purpose of this repair project is, health and safety but not limited to, add metal to Fascia and soffit, add wood trim to porch roof, paint trim, electrical work lights and conduit.
17	The Arizona Partnership for Immunization	Service Agreement No. 102220 Health and Emergency Management	30 % of claims received	11-17-20 to 11-16-21	11-17-20	Option to Renew	The contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members. The first year the county will receive 70% of the claims received. Over time that percentage will go up as more counties and public health clinics share the cost of the program.

SERVICE AGREEMENT NO. 060520
CONSTRUCTION OF STEEL BUILDING CONOPY FOR FAIRGROUNDS
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 3rd day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Convenient Mobile Services 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 Management** 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 No. 060520** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 060520** 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 No. 060520**, 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 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. 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 Street, Globe, AZ, 85501** or email to bhurst@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: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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 signed by the County Manager and remains in effect through May 31, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$20,900.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 060520 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

CONVENIENT MOBILE SERVICES LLC



James Menlove, County Manager



Signature

Date: 11.3.2020

JOE WILSON

Print Name

AGREEMENT
Between
MAGELLAN COMPLETE CARE OF ARIZONA
and
GILA COUNTY on behalf of the PROBATION DEPARTMENT

This Agreement is entered into pursuant to the Arizona Health Care Cost Containment System (AHCCCS) Complete Care Contract AHCCCS No. YH19-0001, between Magellan Complete Care of Arizona, herein referred to as “Magellan” and GILA COUNTY on behalf of the PROBATION DEPARTMENT herein referenced to as “Gila County”.

Magellan and Gila County desire to enter into an Agreement to establish a collaborative protocol for effective communication, coordination and continuity of care for adults and children eligible for services provided by Magellan who are under supervision of Probation.

1 **Purpose of Agreement.** The purpose of this Agreement is to establish a collaborative protocol for effective communication, coordination and continuity of care as outlined in AHCCCS Medical Provider Manual Policy 1020 and 1050, for adults and children eligible for services provided by Magellan under supervision of Probation as set forth in Exhibit A as applicable to the Gila County Juvenile Probation Department and Exhibit B as applicable to the Gila County Adult Probation Department, each of which is attached hereto by this reference. and This Agreement shall in no way change, modify, or amend the Contract YH19-0001 between AHCCCS and Magellan and does not create liability from one party to the other by a party’s failure to comply with the protocol. Should any information within this Agreement conflict with any terms or conditions within the AHCCCS contract, the AHCCCS contract shall prevail.

2 **Special Terms and Conditions**

2.1 **Term of Agreement.** This Agreement shall begin when all signatures are affixed and fully executed by both parties and shall terminate 1 (one) year thereafter unless otherwise terminated or amended as provided herein. By mutual written amendment executed by the authorized representatives of the parties listed within this document, this Agreement may be extended for supplemental periods of 12 months, up to maximum of 48 months.

2.2 **Termination.** This Agreement may be terminated by either party with prior written notice to the other party. Such Notice of Termination shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

2.3 **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

2.4 **Agreement Changes.** Any changes or amendments to this Agreement shall be effective only if made in writing and signed by both parties. All such changes or amendments shall be handled by formal amendment and approved by a Gila County authorized representative, the Gila County Procurement Department, and Magellan.

2.5 **Magellan and Gila County’s Responsibility.** Magellan and Gila County shall cooperate hereunder in a professional manner that conforms to all local, state and federal codes, rules and within the standard of

practice for the scope of each of the parties' responsibilities. Magellan and Gila County shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Agreement.

2.6 Notices. All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

GILA COUNTY PROBATION DEPARTMENT

Attn: Steven Lessard
Title: Chief Probation Officer
Address: 1400 E. Ash St.
City, State Zip: Globe, AZ 85501
Phone: (928)425-7971
Email: stlessard@courts.az.gov

Magellan Complete Care

Attn: Heidi Eccleston
Title: Adult and Children's Healthcare Administrator
Address: 4801 E. Washington Street, Suite 225
City, State Zip: Phoenix, AZ 85034
Phone: 480-662-9395
Email: ecclestonh@magellanhealth.com

2.7 Confidentiality of Records

2.7.1 Each party agrees that it will utilize data sharing agreements and Administrative Orders that permit the sharing of written, verbal and electronic information, and will comply with all applicable Administrative Orders, State and federal law, rules or regulations, as amended from time-to-time, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) requirements that permit the sharing of written, verbal and electronic information (as of the effective date of those regulations), and 42 CFR Part 2 relative to alcohol and substance abuse treatment. Magellan shall establish and maintain procedures and controls, that are acceptable to Gila County for the purpose of assuring that no personal health information contained in its records or obtained from Gila County or from others in carrying out its functions under the Agreement shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement or the agreement between Magellan and Gila County. Third Parties requesting information held by Gila County should be referred to Gila County. Magellan also agrees that any information pertaining to individual persons shall not be divulged other than to employees, officers, agents or subcontractors of Magellan to carry out Magellan performance under its AHCCCS contract, or as required by law or by Magellan government regulators or as needed for the performance of duties under the Agreement, unless otherwise agreed to in writing by Gila County.

2.7.2 Information pertaining to substance abuse will only be shared upon obtaining a release of information from the Magellan member or the parent/guardian in the case of juvenile Magellan members under Gila County supervision.

2.8 Assignment and Delegation

2.8.1 Neither party may assign any rights hereunder without the express, written, prior consent of both parties, which shall not be unreasonably withheld or delayed. No consent shall be required where there is an assignment of the AHCCCS contract by AHCCCS to an affiliated entity of Magellan.

2.9 Entire Agreement

2.9.1 This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the terms of this Agreement.

MAGELLAN COMPLETE CARE

GILA COUNTY



Signature of Authorized Representative



Signature of Authorized Representative

Name: Minnie Andrade

Name: James Menlove

Title: Chief Executive Officer

Title: County Manager

Date: 10/27/2020

Date: Nov. 3, 2020

CONTRACT AGREEMENT

Contract Name: Asbestos Abatement-Roof Abatement-107 W Frontier Payson Contract No.: ADEQ18-202760

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Native Environmental to provide Asbestos Abatement on the roof at 107 W Frontier Payson. All documents executed by the State Contract No. ADEQ18-202760, apply to this procurement between Gila County and Native Environmental.

Contract End Date: 03-31-21 Renewal Option: Yes No

Maximum Dollar Limit: \$9,295.00

Contract Information

Firm Name: Native Environmental Contact Person: Randy Raddock
Address: 3250 S. 35th Avenue Phone No: 520-730-4558
City: Phoenix State: AZ 85009 Fax: _____ Email: rmaddock@nativeaz.com

Special Notes:
Gila County is part of the S.A.V.E Cooperative for cooperative purchasing. By using the State contract with Native Environmental, it will save the County in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the S.A.V.E. Cooperative, Contract No. ADEQ18-202760 for Asbestos Abatement approved this 3 day of Nov., 2020.

GILA COUNTY MANAGER

James Menlove



GILA COUNTY

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.: ADEQ18-202760
(For Procurement Use Only)

Requesting Department: Facilities Date: 10/30/2020

Contract Title: Asbestos Abatement – 107 W Frontier Payson

Contract Start Date: _____ Contract End Date: 03/31/2021

Company Title or Vendor Name: Native Environmental

Contact Name: Randy Maddock E-mail: rmaddock@nativeaz.com

Address – Street: 3250 S. 35th Ave Phone: 602-254-0122
City: Phoenix
State, Zip AZ 85009

Contract Amount \$ 9,295.00 Project No.: FM_35384
(If there are multiple fees & projects involved please provide)

Fund: 1007 Dept: 101 Program: 811 Location: _____ Account: 4500.19
(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

Asbestos abatement 107 W. Frontier Payson. Prep for demo of building.

SCOPE OF SERVICE/WORK

Please provide a DETAILED DESCRIPTION of the scope of work/service to be included in the body of the contract. Including special terms/conditions. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.

See quote for details.

Individual Requesting: Brittnia Morrissey Extension: 4368

PROFESSIONAL SERVICE AGREEMENT NO. 102720
PRN REGISTERED NURSE

THIS AGREEMENT, made and entered into this 3rd day of November, 2020, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and MaryAnne Moreno, RN, of the Town of Claypool, County of Gila, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall assist in providing vaccinations to the community.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The Contractor shall:

1. Deliver optimal customer service to patients receiving an influenza vaccination.
2. Promote and educate on the importance of flu vaccination within the community.
3. Administer influenza vaccine in the clinic and or other community location including schools to children and adults in Gila County.
4. RN will be working with Public Health Nurse and given direction by Deputy Director of Health.
5. Arizona RN License, and CPR/First Aide Certification is required for the position.

Non-Assignment

The Contractor shall not assign any right or interest in this agreement without the Office of Health's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, the Office of Health shall pay to the Contractor a monthly fee.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Contractor will submit to the County a demand in the amount of the monthly fee.

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – 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 Contractor 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 Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

ARTICLE VIII – 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 IX – 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 by the County before the effective date of termination.

ARTICLE X – 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 three (3) additional one (1) year periods.

ARTICLE XI – PAYMENT: Contractor shall be paid an amount not to exceed \$16,200.00 for completion of the projects as outlined in the Scope of Services.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

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.

Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER



James Menlove

CONTRACTOR



MaryAnne Moreno, RN

Date: 11-3-2020

MARY ANNE MORENO, RN
Print Name

mf

EXECUTIVE SUMMARY FORM

Contract Name: One (1) Enclosed Utility Trailer Contract No.: 091620

Statement of Purpose and Need (3-5 Sentences) It is the intent of the General Services/Fleet Management to purchase one (1) Enclosed Utility Trailer on behalf of the Sheriff's Office for Sheriff Office Firearms Training.

Contract End Date: 03-31-20

Renewal Option: Yes
 No

Maximum Dollar Limit: \$ 8,056.71

Contract Information

Firm Name: Jackssons Trailers Inc. Contact Person: Jares Moses

Address: 7020 NW Grand Ave Phone No: 623-937-5575

City: Glendale State: AZ 85301 Fax: _____ Email: Jares.jacksons@yahoo.com

General Fund/Sheriff/Patrol/Non-Fund: specified/Operating Supplies-Safety Supplies

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: 1005.300.340.000.4110-85 *4500.40*

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

GILA COUNTY



Tommie C. Martin, District I Supervisor
Tim Humphry, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager

INFORMAL BID REQUEST NO. 091620 One (1) Enclosed Utility Trailer

It is the intent of Gila County to purchase "**One (1) Enclosed Utility Trailer**" Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Copper Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Copper building.

BID SUBMITTAL DUE DATE: October 21, 2020 at 11:00 AM/MST (AZ Local Time), .

Please submit the **Bid Cost Summary** and the **Proposal Signature Page**, in duplicate, with original signatures on both sets, in a sealed envelope: The words "**Informal Bid Request**" with Bid Title "**One (1) Enclosed Utility Trailer**" Bid No. "**091620**", date "October 21, 2020", and time "**11:00 AM/MST**", shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

MAIL ADDRESS:
GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

DELIVERY ADDRESS:
GILA COUNTY FINANCE
COPPER BUILDING
1350 E. MONROE
GLOBE, AZ 85501

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. Glen Farnham, General Services Manager, Ph #928-472-5305.

The Board of Supervisors reserves the right to reject all bids, or any bid which is non-complaint, or to waive any informality in the bid, or to withhold the award if deemed in the best interest of Gila County.

BID NO. 091620
PRICE/SPECIFICATION SHEET

DESCRIPTION: One (1) Enclosed Utility Trailer

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2021, HAULMARK, TSV714T2

MINIMUM SPECIFICATIONS One (1) Enclosed Utility Trailer	MEETS <u>MINIMUM</u> SPECIFICATIONS	
	YES	NO
Steel Frame		
V-Front	X	
14ft Long	X	
Flat Roof	X	
7ft. Wide	X	
2 - 5/16in 14,000lb Coupler	X	
Crossmembers 16in On Center	X	
2in x 4in Tube Main Rails	X	
Tube Roof Bows 16in On Center	X	
1 PR – 1/4" Safety Chains w/1/4" Clevis Hook, Latch	X	
6'6" Approximate Inside Height	X	
Vertical Posts 16in On Center	X	
Sand Pad	X	
2,000lb Top Wind Tongue Jack	X	
Standard A-Frame Tongue	X	
Breakaway Kit Assembly w/Charger	X	
2 – 3.5K Spring Ele Brake Axle, 4" Drop, 5b, EZ Lube	X	
Tandem Axle	X	
4 – ST205/75R15C Radial 5B Silver Mod Steel Wheel (Minimum Spec)	X	
Rear Ramp Door	X	
Ramp Extension	X	
36 x 72 Side PT Door -RH Hinges	X	
4 – 5,000lb Square D-Ring with Welded Plate	X	
2 – 12 Volt LED Dome Light (Requires 12v Wall Switch)	X	
1 – License Plate Holder w/Separate Light	X	
1 PR – LED Fender Mount Clearance Lights	X	
5 – LED Mini Clear Lens Red Clearance Lights	X	
2 – LED Mini Clear Lens Amber Clearance Lights	X	
1 PR – Led Slim Line Red Lens Tail Lights	X	
1 – 12v Surface-Mount Switch	X	
One-Piece Aluminum Roof	X	
White .030 Aluminum Exterior	X	
Bonded Exterior Sidewalls	X	
Smooth Aluminum Fenders	X	
24in ATP Stone Guard	X	
1 – 14in x 14in Non-Powered Roof Vent	X	

1 – Spare ST205/75R15C Rad 5B Silver Mod Steel Wheel (Minimum Spec.)	X	
1 – Interior Spare Tire Carrier	X	
1 PR – 2,000lb Drop Down Stabilizer Jacks	X	
53 FT Recessed Horizontal E-Track NOTE: Two rows in floor // 1 row each side wall approximately 32" AFF	X	
SUB – TOTAL AMOUNT	7323.00	
OTHER COSTS	50.00 Doc Fees 10.00 Enviro Fees	
SALES TAX	\$	673.71
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	8056.71
	\$.

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Date of Delivery: Approx 16 Weeks from date of order // 02/01/2021 if ordered by 10/31/2020

Vendor Name & Phone Number: JACKSSONS TRAILERS INC. 623-937-5575

PROPOSAL SIGNATURE

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

PRICE BEING QUOTED: \$ 8056.71

CONTRACT NO.: 091620

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

Vendor Submitting Proposal:

JACKSSONS TRAILERS INC
Company Name


Signature of Authorized Individual

7020 NW GRAND AVE
Address

JARES MOSES
Print Name

GLENDALE AZ 85301
City State Zip

LOCATION MANAGER
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

For clarification of this offer, contact: Name: JARES MOSES Phone #: 623-937-5575

The offer is hereby accepted  13 Nov 2020
For James Menlove, County Manager Date

The Vendor is now bound to provide the material or service listed in IBR No.: 091620, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

SERVICE AGREEMENT NO. 102520
TREE REMOVAL-SITE PREP FOR PAYSON COMPLEX
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 13 day of November 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Armstrong Land Services, Inc. of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, 'or 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 Management 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 102520 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 102520 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 102520, 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.

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. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. 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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@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: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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 April 30, 2021.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$7,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 102520 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


For James Menlove, County Manager

Date: November 13, 2020

ARMSTRONG LAND SERVICES, INC.


Signature

Dana Armstrong
Print Name

Armstrong Land Services, Inc
1719 Moonlight Drive
Payson, AZ 85541

Phone (928) 468-9494 Fax (928) 468-1408

Email: trefalin@yahoo.com

Estimate

Date	Estimate #
10/19/2020	13284

Name / Address
Gila County Facilities 608-610 Hwy 260 Payson, AZ. 85541

			Project
Description	Qty	Cost	Total
Tree Removal-@ 714 Beeline Hwy *(7) ponderosa fell and leave *(3) oak fell and leave		7,000.00	7,000.00
Thank you for allowing us to do this estimate.			Total \$7,000.00

Customer Signature _____

GILA COUNTY



Tommie C. Martin, District I Supervisor
Tim Humphry, District II Supervisor
Woody Cline, District III Supervisor

James Menlove, County Manager

INFORMAL BID REQUEST NO. 100120

One (1) New F250 Super Duty, Extended Cab, 4x4 w/6 ¾' Long Wide Bed, Heavy Duty Suspension Pick-up

It is the intent of Gila County to purchase **"One (1) New F250 Super Duty, Extended Cab, 4x4 w/6 ¾' Long Wide Bed, Heavy Duty Suspension Pickup"** Minimum Specifications are located on page 2 - Cost Summary Sheet. **Spec Sheet must accompany Proposal.**

Sealed competitive informal bid requests for the material or services as specified will be received by Gila County until the time and date cited. The proposals will be publicly opened and read aloud thereafter in the Finance Departments Copper Conference Room or other site which may be designated. Any informal bid proposal received later than the date and time specified below will be returned unopened. Late proposals shall not be considered. The prevailing clock shall be the atomic clock in the reception area of the Copper building.

BID SUBMITTAL DUE DATE: 11:00 AM/MST (AZ Local Time), October 28, 2020.

Please submit the **Bid Cost Summary** and the **Proposal Signature Page**, in duplicate, with original signatures on both sets, in a sealed envelope: The words **"Informal Bid Request"** with Bid Title **"One (1) New F250 Super Duty, Extended Cab, 4x4 w/6 ¾' Long Wide Bed, Heavy Duty Suspension Pickup"** Bid No. **"100120"**, date **"October 28, 2020"**, and time **"11:00 AM/MST"**, shall be written on the envelope.

Bid proposals may be mailed or hand delivered to:

MAIL ADDRESS:

**GILA COUNTY FINANCE DEPARTMENT
COPPER BUILDING
1400 EAST ASH STREET
GLOBE, ARIZONA 85501**

DELIVERY ADDRESS:

**GILA COUNTY FINANCE
COPPER BUILDING
1350 E. MONROE
GLOBE, AZ 85501**

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to Mr. Glen Farnham, General Services Manager, Ph #928-472-5305 or David LaForge, Ph # 928-200-8305.

The Board of Supervisors reserves the right to reject all bids, or any bid which is non-complaint, or to waive any informality in the bid, or to withhold the award if deemed in the best interest of Gila County.

BID NO. 100120
PRICE/SPECIFICATION SHEET

DESCRIPTION: One (1) New F250, Super Duty, Extended Cab, 4x4 w/6 ¾' Long Wide Bed, Heavy Duty Suspension Pickup

(Build Sheet Must Accompany Proposal)

Vehicle Year, Make, & Model: 2021 Ford F250

MINIMUM SPECIFICATIONS One (1) New F250, Super Duty, Extended Cab, 4x4 w/6 ¾' Long Wide Bed, Heavy Duty Suspension Pickup	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
X2B: F250 XL 4/4 SC 148" Wheelbase	X	
Z1: Oxford White	X	
Interior: Cloth Front Seats 40/20/40, Medium Earth Gray	X	
600A: Pref Equip Pkg .XL Trim	X	
Power Features: Door Locks, Windows, Mirrors, Steering, Brakes	X	
572: Air Conditioner	X	
AMFM/MP3/CLK	X	
996: 6.2L EFI V8 Engine	X	
525 Cruise Control Tele TT MIR-PWR JACK	X	
90L: PWR Equip Group Job#1 Build	X	
Backup Camera	X	
76C: Ex Backup Alarm	X	
52B Brake Controller	X	
Trailer towing package w/Receiver Hitch to include Engine and Transmission Oil Coolers (Factory Installed)	X	
18B: Plat Running Boards	X	
44S: Automatic Transmission	X	
471: Camper Package	X	
41P: Skid Plates	X	
X3E: 3.73 Elocking Differential	X	
TD8: LT245 DSW AS 17 Tires	X	
512: Full Sized Spare Tire & Wheel Assembly	X	
Remote Keyless Entry; Including 4 Entry and Ignition Keys/FOBs as Required for Entry and Operation	X	
SUB - TOTAL AMOUNT	<u>30805.20</u>	
OTHER COSTS	—	
SALES TAX	\$ <u>2741 .66</u>	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ <u>33546.86</u>	
	\$.	

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery Prior to June 30, 2021: June 29, 2021

Vendor Name: MCSpaalden Ford, Inc **Vendor Phone Number:** 928-425-4491

PROPOSAL SIGNATURE

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

PRICE BEING QUOTED: \$ 33546.86

CONTRACT NO.: 100120

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

Vendor Submitting Proposal:

McSpadden Ford, Inc.
Company Name

Kim McSpadden
Signature of Authorized Individual

1601 N. Broad St.
Address

Kim McSpadden
Print Name

Globe Az 85501
City State Zip

owner
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

For clarification of this offer, contact: Name: _____ Phone #: _____

The offer is hereby accepted Jacque Sandus 13 Nov 2020
FOR James Menlove, County Manager Date

The Vendor is now bound to provide the material or service listed in IBR No.: 100120, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/Public Entity.

The vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of Gila County procurement policy. A copy of the policy is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

SERVICE AGREEMENT NO. 110620
PAVING-PAYSON HEALTH AND PAYSON SHERIFF'S OFFICE
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 13 day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and H & H Paving, 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 **Facilities Management Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 110620** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 110620** 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 110620**, 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 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. **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.

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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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance.

The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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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 December 31, 2020.

ARTICLE 15– PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$27,255.00 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.

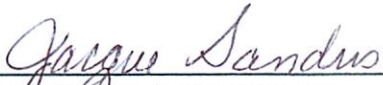
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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. 110620 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

H & H PAVING



James Menlove, County Manager

Date: 13 Nov 2020



Signature



Print Name

H&H PAVING

PROPOSAL

603 S. ST. PHILLIPS
PAYSON, AZ 85541
PH : (928) 472-7663
FAX : (928) 472-9338

Date: 11/2/20

Proposal Submitted To:
Payson Health Center
110 W. Main St.
Payson, AZ 85541
Phone: (928) 402-8501

Work Performed At
110 W. Main St.
Payson AZ.

Red area

We hereby propose to: Saw cut and remove approximately 4,230 sqft of existing A.C. Grade existing subbase and replace with 3" A.C per mag 409. Including paint striping and 3 parking bumpers in front of building.

All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specification submitted for the above work and completed in a substantial workman like manner for the sum of:

Thirteen Thousand Eight Hundred fifty One Dollars
(\$13,851.00) Taxes not included

Any alterations or deviations from the above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control.

Submitted By: *Richard Herrera*

The above price specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Acceptant of this proposal must be made in 30 days.

Accepted by: _____

H&H PAVING

PROPOSAL

603 S. ST. PHILLIPS
PAYSON, AZ 85541
PH :(928)472-7663
FAX :(928)472-9338

Date: 11/2/20

Proposal Submitted To:
Payson Health Center
1100and 110 South Main Street
Payson, AZ 85541
Phone: (928)402-8501

Work Performed At
Gila County health & Sheriffs.
Department Payson AZ.

We hereby propose to: Saw cut and remove approx. 7,910 SQFT of existing AC. Grade existing subbase and replace with 3" AC per mag 409 specification. Include paint striping and replace 3 parking bumpers. Include additional move fee.

All materials are guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specification submitted for the above work and completed in a substantial workman like manner for the sum of:

Thirteen Thousand Four Hundred Four Dollars
(13,404.00) Taxes not included

Any alterations or deviations from the above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control.

Submitted By: *Richard Herrera*

The above price specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Acceptant of this proposal must be made in 30 days.

Accepted by: _____

CONTRACT AGREEMENT FORM

Contract Name: Electronic Monitoring Service Agreement Contract No.: 012219CH1

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize BI Inc. for Juvenile home detention electronic monitoring. All Documents executed by the US Communities Agreement No. 012219CH1 apply to this procurement between Gila County and BI Inc.; U.S. Communities is a Cooperative Extension contract; Gila County Probation will utilize the statewide contract held by the Arizona Supreme Court Administrative Office of the Courts (AOC).

Contract End Date: 12-01-20 to 11-30-21
Auto renewals for additional one-year terms-see attached agreement.

Renewal Option: Yes
 No

Maximum Dollar Limit: \$50,000.00

Contract Information

Firm Name: BI Incorporated Contact Person: Laurent Lepontre
Address: 6265 Gunbarrel Ave, Ste B Phone No: _____
City: Boulder State: CO 80301 Fax: _____ Email: Laurent.lepoutre@bi.com

Special Notes:

Gila County is part of the statewide contract held by the Arizona Supreme Court Administrative Office of the Courts (AOC); U.S. Communities is a Cooperative Extension. By using the U.S. Communities Agreement with BI Inc., it will save the county in both time and money for a rate that has already been established in the U.S. Communities bidding process.

Authorization to use a Cooperative Purchasing Agreement with the U.S. Communities Cooperative extension, Contract No. 012219CH1, for Electronic Monitoring approved this 13th day of November, 2020.

GILA COUNTY MANAGER

Jacques Sandus
For James Menlove, Jr.

SERVICE AGREEMENT NO. 110920

REMOVE AND INSTALL RAMADAS

BOARD OF SUPERVISORS

THIS AGREEMENT, made and entered into this 13 day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Viking Specialty Contracting, of the City of Tempe, 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 **Board of Supervisors** 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 No. 110920** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 110920** 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 No. 110920**, 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 to the extent caused 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. 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 Street, Globe, AZ, 85501** or email to bhurst@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: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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 signed by the County Manager and remains in effect through January 31, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$40,666.60 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. 110920 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

VIKING SPECIALTY CONTRACTING



James Menlove, County Manager



Signature

Date: 13 Nov 2020

Kayla Fritz

Print Name



1008a East Vista Del Cerro Drive
Tempe, AZ 85281
Phone: 480-568-8228
Fax: 480-696-3960

Town of Hayden Cathy Malvin
928-402-4401

1400 E Ash St
Globe, AZ 85501

Job Address:
Multiple locations

Print-date: 10-16-2020

V20-545 Roosevelt Ramada's

THE PARTIES AGREE TO THE FOLLOWING:

1. Viking agrees to disassemble and reassemble and/or deliver provided Ramada's on new concrete footings.
 - Transportation and Disassembly Included
 - Concrete footers Included. Concrete finish will consist of a round post base that may be exposed dependent on slope as Ramada's must be level.
 - Any additional parts that may be missing or broken is excluded however Viking may fabricate the necessary parts at an additional cost as to complete the project in a timely manner.
 - Painting is excluded but may be added in if desired.
 - Work to take approximately 1 week per location
 - Location and positioning to be determined by Gila County.

Price Breakdown

Title

Remove and Salvage 3 Ramadas at Roosevelt Lake. Re-install 3 Ramadas in Hayden Includes concrete footings and bolt templates

Remove and Salvage 2 Ramadas at Roosevelt Lake. Deliver to Globe. No Install

Remove and Salvage 2 Ramadas at Roosevelt Lake. Re-install 2 Ramadas in Globe at the Boys and Girls Club Includes concrete footings and bolt templates

Total Price: \$40,666.60

2. Price includes: Regulated areas, personal protective equipment, and the tools necessary to successfully complete the project. The estimated time frame will be determined based on clients scheduling requirements. This job will be performed Monday through Friday during the hours necessary to meet your schedule.

NOTES:

- A. Compliance of All EPA and OSHA Regulations.
- B. Pure occurrence A Rated Insurance.
- C. Proper Disposal at EPA Approved Landfill.
- D. Arizona Contractors License ROC283088.
- E. Add 3-5% for Bonding. (if Required)

F. Power, Water and Toilet Facilities Provided by Owner.

G. Payment and all retainage are due upon receipt.

H. Viking's proposal shall be incorporated in all project contracts.

3. The Owner agrees to pay Viking Specialty Contracting the Contract Sum, based upon applications for payment submitted by Viking Specialty Contracting due upon receipt.
4. Any alterations or deviations from the specified scope of work will need to be in writing and authorized prior to the work being performed.
5. Proposal pricing is good for 60 calendar days, if additional time is required Viking will confer with client to determine current market value.
6. All furnishings must be removed and stored by others prior to Vikings arrival on site.
7. Invoices are due in accordance with contract terms and conditions. Interest shall accrue on past due invoices at 2% per month or no greater than 24% annually on all unpaid invoices.
8. Nights, overtime and weekend work has not been included in our price.
9. Viking has not seen this project therefore reserves the right to rescind or revise our price if it is determined that the scope of work is more stringent than what was originally proposed above.
10. This project is intended to be performed in one phase. Any additional mobilizations or phases will incur an additional cost based on crew size, availability and working hours.

Exclusions: Removal of any hazardous materials such as Asbestos, PCB's, lead paint, Freon, or mercury, etc.; utility abandonment, capping or disconnects; utility relocation; removal of any underground structures, basements, buried debris, or utilities; capping or abandonment of any underground piping or utilities; dirt import or export; backfilling or compacting; compaction testing or other geotechnical services; saw cutting; staking or layout; supply or maintenance of any temporary jobsite fencing; barricading; traffic control planning or traffic barricading; shoring; engineering; selective HVAC, plumbing or electrical removals; plumbing or electrical trenching; cutting or coring any penetrations for MPE trades; any demolition or removals for any other trades; any trash or debris haul off for any other trades; any new construction; permits (unless noted above).

Note: Closeout Documents will only be provided upon written request from client within 30 days of project completion

Signature

Print Name:

James Menlove, County Manager

Date:



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 032918

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 032918
LEGAL COUNSEL FOR THE GILA COUNTY PERSONNEL COMMISSION**

JERRY B. DEROSE

Effective August 15, 2018, Gila County and Jerry B. DeRose entered into a contract whereby Jerry B. DeRose agreed to provide Legal Counsel for the Gila County Personnell Commission.

Amendment No. 1 to Professional Services Contract No. 032918, was executed on August 14, 2019 to allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from August 15, 2019 to August 14, 2020. **Additionally, Amendment No. 1** served to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."**

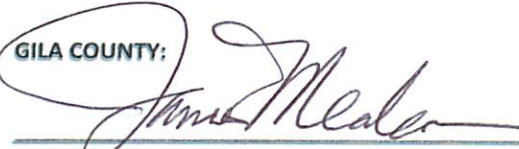
Professional Services Contract No. 032918 expires on August 14, 2020. Per Article XI-Term, Gila County shall have the right, at its option, to renew the contract for three additional one-year periods.


Amendment No. 2 to Professional Services Contract No. 032918, will allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from August 15, 2020 to August 14, 2021.

The Attorney will continue to bill for services pursuant to Article XII – Payment, of the original contract, but in no event shall charges for the August 15, 2019 to August 14, 2020 exceed \$7,500.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the August 15, 2020 to August 14, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies 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 10th day of November, 2020.

GILA COUNTY:

James Menlove, County Manager

JERRY B. DEROSE

Signature

Date: 11/10/2020

Jerry DeRose
Print Name

**PROFESSIONAL SERVICE AGREEMENT NO. 102620
PRN REGISTERED NURSE**

THIS AGREEMENT, made and entered into this 10th day of November, 2020, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Yvonne Askew, RN, of the City of Globe, County of Gila, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor shall assist in providing vaccinations to the community.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The Contractor shall:

1. Deliver optimal customer service to patients receiving an influenza vaccination.
2. Promote and educate on the importance of flu vaccination within the community.
3. Administer influenza vaccine in the clinic and or other community location including schools to children and adults in Gila County.
4. RN will be working with Public Health Nurse and given direction by Deputy Director of Health.
5. Arizona RN License, and CPR/First Aide Certification is required for the position.

Non-Assignment

The Contractor shall not assign any right or interest in this agreement without the Office of Health's prior written approval, nor shall the Contractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the Contractor is an independent contractor and shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Contractor.

ARTICLE II - FEES: As full and complete compensation for the services to be provided hereunder, the Office of Health shall pay to the Contractor a monthly fee.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Contractor will submit to the County a demand in the amount of the monthly fee.

ARTICLE III - TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V - INSURANCE REQUIREMENTS: Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII - 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 Contractor 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 Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

ARTICLE VIII - 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 IX - 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 by the County before the effective date of termination.

ARTICLE X - 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 three (3) additional one (1) year periods.

ARTICLE XI - PAYMENT: Contractor shall be paid an amount not to exceed \$14,400.00 for completion of the projects as outlined in the Scope of Services.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

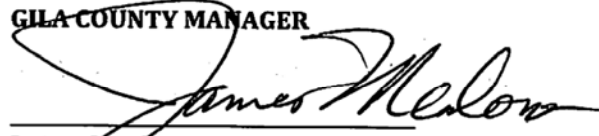
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


James Merlove

CONTRACTOR


Yvonne Askew, RN

Date: 11-70-2020

Yvonne Askew
Print Name



AMENDMENT NO. 1 to PROFESSIONAL SERVICES CONTRACT
NO. 102219

The following amendments are hereby incorporated into the agreement for the below project

COURT REPORTING
SUPERIOR COURT

Effective November 4, 2019 Gila County and Glinda Fabok, CSR entered into a contract whereby Glinda Fabok, CSR agreed to provide Court Reporting.

Professional Services Contract No. 102219 will expire on November 3, 2020. **Per Article 12-Term**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods.

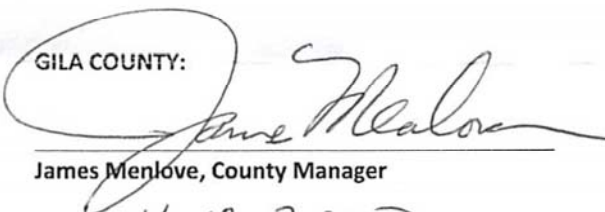
Amendment No. 1 to Professional Services Agreement No. 102219, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term.

Further, Amendment No. 1 will serve to decrease the dollar amount of the Amendment by Thirteen Thousand Five Hundred dollars and 00/100's (\$13,500.00) for a contract amount of not to exceed Six Thousand Five Hundred dollars and 00/100's (\$6,500.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 4, 2020 to November 3, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies 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 10th day of November, 2020.

GILA COUNTY:


James Menlove, County Manager

Date: 11.10.2020

GLINDA FABOK, CSR


Signature

Glinda FABOK
Print Name

PROFESSIONAL SERVICES CONTRACT NO. 110220
PLANS EXAMINER-INDEPENDENT CONTRACTOR
COMMUNITY DEVELOPMENT

THIS AGREEMENT, made and entered into this 17th day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mark Kaufman, of the Town of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid her 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 herself, her heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Development Director** or designee.

ARTICLE 2 – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Services \$40.00 per hour

Specific responsibilities include:

- 1) Execute timely plan review of building plans submitted for compliance with zoning and building ordinances and building, mechanical, plumbing, electrical and energy codes. Provide counter and telephone customer service, answering inquiries related to topics including design criteria, code, zoning, permit requirements, plan submittal, inspections and structural calculations.
- 2) Conducts research on building codes and alternative building materials.
Meets with architects, engineers, designers, contractors, and homeowners to review plan submittal deficiencies and discuss any revisions and potential options.

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.

ARTICLE 3 – 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 4 - INDEMNIFICATION CLAUSE: As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program.

A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

ARTICLE 5 – INSURANCE REQUIREMENTS: Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.

ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

ARTICLE 8 – 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 9 – 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 10 – 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 11 – 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 12 – GOVERNING LAW This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws

ARTICLE 13– TERM: The term of the contract shall commence on date it is signed by the County Manager and remains in effect for a period of six months from that date, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (6) six-month periods.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$17,000.00 for services, *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, Professional Services Contract No. 110220 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

MARK KAUFMAN

for *Jacque Sandus*
James Menlove, County Manager


Signature

Date: 11-17-2020

MARK A. KAUFMAN
Print Name

SERVICE AGREEMENT NO. 111120

REPAIR PROJECT #11836

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 17th day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stratton Builders, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 111120** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 111120** 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 No. 111120**, 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 to the extent caused 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

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. 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 additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

4. **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 Street, Globe, AZ, 85501** or email to bhurst@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: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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 signed by the County Manager and remains in effect through December 15, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$9,695.00 for completion of the projects as outlined in the Scope of Services in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 111120 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

STRATTON BUILDERS

Jacque Sanders
For James Wienlove, County Manager

Michael A. Georgopoulos
Signature

Date: 11-17-2020

MICHAEL A. GEORGO PAPA DAKOS
Print Name

Gila County Housing Services
 5515 S. Apache St., Suite 200
 Globe, AZ 85501
 Main: (928) 425-7631
 Fax: (928) 425-9468
 Countywide T.D.D. (928) 425-0839



Scope of Work

(HPA)

Client Information

Location: Miami AZ
 # _____
 Household # 11836

General Contractor Information

Company Name: Gila County
 Company License # _____
 Company Contact # _____

If your company would like to perform a physical walkthrough, contact the Housing Project Administrator to schedule an appointment. All walkthroughs will be conducted on a 1 on 1 basis at a convenient time for all associated parties. Any client specific information will be provided at the time the walkthrough is scheduled. All bid submissions are due five (5) business days after the call to bid e-mail is sent.

In addition to 'Total Project Cost', all quotes must have breakouts to include individual line item amounts and a Manual-J report modeled from the proposed scope of work and existing structure characteristics for this quote to be accepted as an official bid. Any submitted bid without line item amounts and/or a Manual-J for HVAC measures will be considered an invalid bid submission by Gila County Housing Services. Any installed equipment which does not match the Manual-J sizing will be replaced with equipment which is correctly sized.

Project Total Bid: \$ \$9,695.00

Company Representative: _____

(Signature)

MICHAEL A. GEORGOPAPADAKOS

(Clearly Print Name)

Title: PROJECT DIRECTOR

Date: 11/10/2020

Project Requirements

Safe Work Practices

(SWS 2.0100.1, 2.0100.2)

All safe work practices must be followed always during the work process of the project. **All demolished materials and debris must be cleaned up and removed from around the property every work day.** All material and debris which is left on the property overnight on any workday may incur a financial penalty of \$100.00 charged to the awarded contractor. Any unpaid financial penalties at the end of the project may cause a delay in final payment until the payment is received.

Performance

It is the awarded contractor's responsibility to strictly follow all local and federal codes which applies to each individual construction discipline found within the details of this Scope of Work. It is mandatory that the awarded contractor and each sub-contractor must follow all regulated building codes throughout the entire construction retro-fit process including but not limited to IBC, IMC, ASHRAE, IAPMO, NEC, NFPA 70, Manufacturer Instructions, and any other set of building regulations which may govern over the construction industry that applies to any specific line item found on this Scope of Work.

Each individual cost associated with every detailed line found on this Scope of Work must include all necessary parts, materials, fasteners, sealant, labor, freight, and taxes for a complete and functional system. Incidental items not mentioned, listed, or specifically called out for in the associated line details, for any measure of improvement within this contract, which can be reasonably and legitimately inferred to as belonging to the work described or to be necessary to meet any code or regulation, must be included in the cost to provide a complete working system or building assembly and must be furnished and properly installed as though it was specifically called out in every detail, in its entirety. It is the awarded contractor's responsibility and the responsibility of any sub-contractor which the awarded contractor chooses to employ, to possess the necessary knowledge and skills to perform their proclaimed construction discipline with a reasonable level of proficiency.

Standard Work Specifications (sws)

All SWS guidelines are required to be followed always throughout the entire project. There is an online tool which can be found at <https://sws.nrel.gov> which is an interactive site that gives all definitions of work procedures as required by the Department of Energy. These specifications are required to be strictly observed for all WAP, CDBG, Gila County funded projects. Any measure of improvement detailed within this Scope of Work which is found to not follow the associated SWS will be considered an improper installation and the awarded contractor will be required to rework the measure at the contractor's expense in its entirety. If you have any questions or problems navigating this website, please contact the General Contractor for assistance.

Critical Details

The "Home Performance Critical Details" are to be followed for all measures which it applies to. "Home Performance Critical Details" can be found at <https://swbstc.org>. This website has very important information about Weatherization's best practices and other extremely helpful information which is required to be followed to meet Gila County requirements. Please contact the General Contractor with any questions on this matter.

Standards for Weatherization Materials

It is a requirement for the WAP and Department of Energy to only utilize the approved materials for all projects funded by the Department of Energy. The listing of the required materials can be found at <https://ecfr.gov>.

- Use the drop-down menu in the middle of the page and find 'Title 10 – Energy' then click 'GO'.
- At this point you must find 'Volume 3, Chapter II, 200-499 in the chart. Click on the blue link '200-499'.
- Scroll down until you find 'Part 440 – Weatherization Assistance for Low Income Persons'; click the blue link in the left column '440'. This is found in the 'Subchapter D – Energy Conservation' section of this directory.
- This will bring up the last directory where you will find the 'Appendix A to Part 440 – Standards for Weatherization Materials'. It is blue and found at the bottom of the listing. Click on this link.

This entire document defines the accepted materials which are required to be used on all WAP, CDBG, and Gila County funded projects. Please contact the General Contractor if you have any questions or problems navigating to this document.

Permit & City Inspection

All Weatherization & Rehabilitation projects will have a permit pulled and will be inspected by the corresponding city or county building inspector prior to scheduling the final energy audit. Gila County will be purchasing the permit which will be waiting at the local permit office for the awarded contractor to sign and pick up prior to work starting. Any code violation found by the inspector at their final will need to be addressed by the awarded. Gila county will be responsible for purchasing the permit and the first inspection, any additional inspections (because of a code violation) will be at the awarded contractor's expense and responsibility to schedule. A copy of the permit must be posted on the inside of a window located at the front of the home. A passing final inspection report from the building inspector must be provided to the Housing Project Administrator to schedule for a final inspection and energy audit by the Housing Project Administrator.

1. The work to add metal to all fascia and soffit around the perimeter of the structure and tie-in to the existing metal roofing cost will be \$7,290.00.
2. The work to add wood trim to the front porch patio roof to cover the seams along the perimeter and paint cost will be \$1,470.00.
3. The electrical work to detach, reset the exterior lights and conduit cost will be \$935.00.

SERVICE AGREEMENT NO. 102220
IMMUNIZATION-COST RECOVERY PROGRAM-BILLING

THIS AGREEMENT, made and entered into this 17th day of November, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and The Arizona Partnership for Immunization, of the City of Phoenix, State of Arizona, hereinafter designated the **Contractor**.

WITNESSETH: The Contractor in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Gila County Health Department shall operate vaccination clinics on behalf of Gila County and the Contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members.

A. **Billing:** This agreement will establish a program operated by the Contractor to coordinate billing for public health clinics so that counties and County can be compensated for services to health plan members. The Contractor will ensure that the health plans have claims data records for their clients. County will receive payment for appropriately billed services (administration fee and/or vaccines) for services provided to privately insured clients as well as clients listed to be on the Arizona State Medicaid Program Arizona Health Care Cost Containment System (AHCCCS).

B. Contractor Shall:

1. Coordinate contracts for public health services billing with each commercial health plan.
2. Coordinate process for reimbursement for commercial health plan patients.
3. Communicate with Arizona Department of Health Services (ADHS), Vaccine for Children (VFC) and Arizona State Immunization Information System (ASIIS) to ensure necessary financial collaboration.
4. CONTRACTOR agrees to use safeguards to ensure data is Health Insurance Portability and Accountability Act (HIPAA) compliant and patient data protected.
5. CONTRACTOR will make available support equipment recommendations based on industry standards.
6. CONTRACTOR will offer education services on claims processed for COUNTY Immunization Clinics when requested.
7. CONTRACTOR will offer general immunization education and updates to COUNTY staff as needed and requested.
8. For the billing process Contractor will:
 - a. Process Claims on behalf of COUNTY
 - b. Communicate information for each individual health plan
 - c. Receive payment for submitted claims.
 - d. Reimburse the County Health Department for a portion of the claim's payments receive.

C. County Shall:

1. Use a standard billing encounter form which conforms to regulatory billing requirements.
2. All immunization billing and demographic records of the health plan members will be sent to CONTRACTOR for processing using electronic submission of claims to health plans for payment, unless paper HCFA 1500s are required by the payer.
3. Train staff to verify insurance at the clinics using online real time insurance eligibility tool provided by CONTRACTOR. This will assist the Clinics to provide private vs. VFC vaccine at the point of service.
4. Provide CONTRACTOR the cost per dose of all vaccines to be billed, to ensure accuracy for the payment calculation.

HIPAA (Health Insurance Portability and Accountability Act

The parties acknowledge that the County Immunization Program is a "covered entity" as defined in 45CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and provides individually identifiable health information of the Public Health Institute (PHI) (as defined by HIPAA) to the Contractor as a Business Associate (as defined by HIPAA), the Business Associate Agreement is set forth in this Contract.

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 to the extent caused 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. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **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, 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, 1400 E. Ash St., Globe, AZ, 85501)**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** 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: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A).

Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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 – 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 8– 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 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 9 – 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 10 – 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 11 – 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 12 – 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 13– TERM: The term of the contract shall commence the date signed by the County Manager and continue in full force and effect for twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 14 – PAYMENT/BILLING: In consideration of this contract, the Contractor agrees to pay the County as follows:

BILLING: CONTRACTOR will receive 30% of the claims paid for administrative fees; as well as 30% of claims paid for vaccine reimbursement above GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES's cost of vaccines. Over time the payment methodology will be revised, once sufficient volumes of private vaccine billing are available to enable an accurate vaccine revenue and expense projection to ensure that both CONTRACTOR and GILA COUNTY DIVISION OF HEALTH AND EMERGENCY SERVICES's cost are covered. All changes in percentage will be done through an amendment to this contract in writing and signed by both parties.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 102220**, each 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

THE ARIZONA PARTNERSHIP FOR IMMUNIZATION

James Menlove

James Menlove, County Manager

Patty B. Gast

Signature

Date: 11-17-2020

PATTY GAST

Print Name

ARF-6375

Work Session Item 8. A.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Discussion regarding Arizona legislative activity and issues that have the potential to affect Gila County by James Candland from Clarus Consulting.

Background Information

Proposals for lobbyist consulting services have been submitted by several firms and are pending this presentation. Mr. Candland will provide information that will identify current and emerging issues that will affect Gila County.

Evaluation

Information presented to the Board will provide context to the benefits of having legislative advocacy.

Conclusion

The presentation will demonstrate the value to have a dedicated voice to represent the interest of Gila County at the state legislature.

Recommendation

N/A

Suggested Motion

Information/Discussion regarding issues and legislative activity that will affect Gila County and the benefits of having a dedicated lobbyist.

(James Menlove/James Candland)

Attachments

No file(s) attached.

ARF-6387

Executive Session Item 9. A.

Regular BOS Meeting

Meeting Date: 12/15/2020

Submitted For: James Menlove, County Manager

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

To seek legal advice regarding filling the office of District 1 Supervisor. An executive session is sought for the purpose of seeking legal advice pursuant to A.R.S. 38-431.03(A)(3) and (4).

Background Information

The Board of Supervisors' would like to convene into an Executive Session to seek legal advice and direction from its attorney regarding the appointment to fill the vacancy of Supervisorial position for District 1.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to seek legal advice regarding the filling of the office of District 1 Supervisor. **(James Menlove)**

Attachments

No file(s) attached.
